

10-3-2014

Kantor v. Kantor Clerk's Record v. 1 Dckt. 41946

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IN THE SUPREME COURT OF THE STATE OF IDAHO

ROBERT KANTOR,

Plaintiff/Respondent,

vs.

SONDRA LOUISE KANTOR,

Defendant/Appellant

Supreme Court No.

41946

VOLUME 1 OF 5

SEE AUGMENTATION RECORD

RECORD ON APPEAL

Appeal from the District Court of the Fifth Judicial District
of the State of Idaho, in and for the County of Blaine.

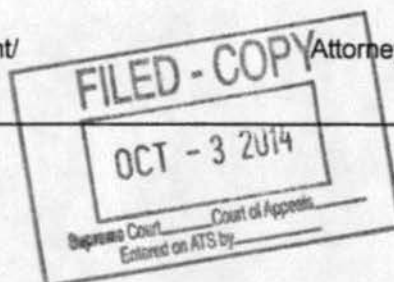
HONORABLE ROBERT J. ELGEE, DISTRICT JUDGE

MARTY R. ANDERSON
PO Box 50160
Idaho Falls, ID 83405

SCOT M. LUDWIG
209 West Main Street
Boise, ID 83702

Attorney for Defendant/Appellant/

Attorney for Plaintiff/Respondent



41946

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Date: 4/14/2014

Fifth Judicial District Court - Blaine County

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ROA Report

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
10/11/2012	New Case Filed - Other Claims	Robert J. Elgee
	Plaintiff: Kantor, Robert Aron Appearance Scot M. Ludwig	Robert J. Elgee
	Filing: A - All initial civil case filings of any type not listed in categories B-H, or the other A listings below Paid by: Kantor, Robert Aron (plaintiff)	Robert J. Elgee
	Receipt number: 0008161 Dated: 10/11/2012 Amount: \$96.00 (Credit card) For: Kantor, Robert Aron (plaintiff)	
	Filing: Technology Cost - CC Paid by: Kantor, Robert Aron (plaintiff)	Robert J. Elgee
	Receipt number: 0008161 Dated: 10/11/2012 Amount: \$3.00 (Credit card) For: Kantor, Robert Aron (plaintiff)	
	Plaintiff: Kantor, Robert Aron Appearance Daniel A Miller	Robert J. Elgee
	Complaint	Robert J. Elgee
	Summons Issued	Robert J. Elgee
	Motion for Temporary Restraining Order	Robert J. Elgee
	Attorney Certification Pursuant to Idaho Rule of Civil Procedure 65(b)	Robert J. Elgee
	Affidavit of Robert Aron Kantor in Support of Motion for Temporary Restraining Order	Robert J. Elgee
10/30/2012	Affidavit Of Service	Robert J. Elgee
11/8/2012	Defendant: Kantor, Sondra Appearance Edward Simon	Robert J. Elgee
	Notice Of Appearance	Robert J. Elgee
11/14/2012	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Simon, Edward (attorney for Kantor, Sondra) Receipt number: 0009034 Dated: 11/14/2012 Amount: \$66.00 (Check) For: Kantor, Sondra (defendant)	Robert J. Elgee
11/19/2012	Notice of intent to take default	Robert J. Elgee
11/21/2012	Answer & counterclaim	Robert J. Elgee
12/19/2012	Reply to Counterclaim	Robert J. Elgee
1/15/2013	Notice Of Taking Deposition	Robert J. Elgee
3/5/2013	Application for Order to Show Cause	Robert J. Elgee
	Attorney Certification in Support of Order to Show Cause and Temporary Restraining Order	Robert J. Elgee
	Affidavit of Defendatn in Support of Order to Show Cause	Robert J. Elgee
	Court's Memorandum to File and to Ed Simon- (11:30a.m.)	Robert J. Elgee
	Hearing Scheduled (Order to Show Cause 03/06/2013 02:30 PM) Temporary Restraining Order	Robert J. Elgee
3/6/2013	Court Minutes	Robert J. Elgee
	Hearing type: Order to Show Cause	
	Hearing date: 3/6/2013	
	Time: 2:20 pm	
	Courtroom: District Courtroom-judicial Bldg	
	Court reporter: Susan Israel	
	Minutes Clerk: Crystal Rigby	
	Tape Number: DC	
	Party: Robert Kantor, Attorney: Daniel Miller	
	Party: Sondra Kantor, Attorney: Edward Simon	

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
3/6/2013	Hearing result for Order to Show Cause scheduled on 03/06/2013 02:30 PM: District Court Hearing Held Court Reporter:Susan Israel Estimated Number of Transcript Pages for this hearing: Temporary Restraining Order less 100 Affidavit of Robert Aron Kantor	Robert J. Elgee
3/7/2013	Affidavit of Michael Page	Robert J. Elgee
3/19/2013	Hearing Scheduled (Motion for Partial Summary Judgment 04/29/2013 02:00 PM)	Robert J. Elgee
	Plaintiff's Memorandum in Support of Motion for Partial Summary Judgment	Robert J. Elgee
	Plaintiff's Motion For Partial Summary Judgment	Robert J. Elgee
	Affidavit of Scot M. Ludwig in Support of Plaintiff's Motion for Partail Summary Judgment	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
3/27/2013	Stipulation For Substitution Of Counsel	Robert J. Elgee
	Defendant: Kantor, Sondra Appearance Daniel E. Williams	Robert J. Elgee
4/12/2013	Affidavit of Daniel E. Williams in Support of Motion to Continue Pursuant to Rule 56(f)	Robert J. Elgee
	Defendant/Counterclaimant's Motion to Continue Pursuant to Rule 56(f)	Robert J. Elgee
4/15/2013	Defendant/counterclaimant's Motion to shorten time for hearing on motion to continue pursuant to Rule 56(f)	Robert J. Elgee
	Notice Of Telephonic Hearing on Defendant/Counterclaimant's Motion to Continue Pursuant to Rule 56(f)	Robert J. Elgee
	Hearing Scheduled (Motion to Shorten Time 04/22/2013 10:00 AM) shorten time on motion to continue	Robert J. Elgee
4/17/2013	Order Granting Motion to Shorten Time for Hearing on Motion Continue Pursuant to Rule 56(f)	Robert J. Elgee
4/18/2013	Plantiff's Objection to Defendant's Motion to Continue Pursuant to Rule 56(f)	Robert J. Elgee
4/22/2013	Court Minutes Hearing type: Motion to Continue Hearing date: 4/22/2013 Time: 10:01 am Courtroom: District Courtroom-judicial Bldg Court reporter: Susan Israel Minutes Clerk: Crystal Rigby Tape Number: DC Party: Robert Kantor, Attorney: Daniel Miller Party: Sondra Kantor, Attorney: Edward Simon Hearing result for Motion to Continue scheduled on 04/22/2013 10:00 AM: District Court Hearing Held Court Reporter:Susan Israel Estimated Number of Transcript Pages for this hearing: shorten time on motion to continue less 100	Robert J. Elgee

Date: 4/14/2014

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
4/22/2013	Hearing result for Motion for Partial Summary Judgment scheduled on 04/29/2013 02:00 PM: Hearing Vacated	Robert J. Elgee
	Hearing Scheduled (Scheduling Conference 05/13/2013 01:30 PM)	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
4/25/2013	Amended Notice Of Hearing	Robert J. Elgee
	Hearing Scheduled (Motion for Partial Summary Judgment 06/24/2013 03:00 PM)	Robert J. Elgee
	Amended Notice Of Hearing	Robert J. Elgee
	Motion to Appear Telephonically	Robert J. Elgee
5/2/2013	Order Re: Telephonic Scheduling Conference	Robert J. Elgee
5/13/2013	Court Minutes Hearing type: Scheduling Conference Hearing date: 5/13/2013 Time: 1:26 pm Courtroom: District Courtroom-judicial Bldg Court reporter: Susan Israel Minutes Clerk: Crystal Rigby Tape Number: DC Party: Robert Kantor, Attorney: Daniel Miller Party: Sondra Kantor, Attorney: Daniel Williams	Robert J. Elgee
	Hearing result for Scheduling Conference scheduled on 05/13/2013 01:30 PM: District Court Hearing Held Court Reporter: Susan Israel Estimated Number of Transcript Pages for this hearing: telephonic less 100	Robert J. Elgee
5/14/2013	Continued (Motion for Partial Summary Judgment 06/24/2013 11:00 AM)	Robert J. Elgee
	Hearing Scheduled (Pretrial Conference 12/16/2013 01:30 PM)	Robert J. Elgee
	Hearing Scheduled (Jury Trial 01/14/2014 09:00 AM)	Robert J. Elgee
	AMENDED Notice Of Hearing	Robert J. Elgee
	Civil Case Scheduling Order, Notice of Trial Setting and Initial Pretrial Order	Robert J. Elgee
6/7/2013	Memorandum in Support of Motion for Leave to Amend	Robert J. Elgee
	Affidavit of Daniel E. Williams Re: Amended Answer and Counterclaim	Robert J. Elgee
	Defendant/Counterclaimant's Motion for Leave to Amend	Robert J. Elgee
6/11/2013	Memorandum in Opposition to Plaintiff's Motion for Partial Summary Judgment	Robert J. Elgee
	Affidavit of Sondra Kantor in Opposition to Plaintiff's Motion for Partial Summary Judgment	Robert J. Elgee
	Affidavit of Daniel E. Williams in Opposition to Plaintiff's Motion for Summary Judgment	Robert J. Elgee
6/12/2013	Notice Of Hearing	Robert J. Elgee
	Hearing Scheduled (Motion for Leave 06/24/2013 11:00 AM) Motion for Leave to Amend	Robert J. Elgee

Date: 4/14/2014

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
6/17/2013	Plaintiff's Reply Memorandum in Support of Partial Summary Judgment and in Opposition to Motion to Amend Counterclaim	Robert J. Elgee
6/24/2013	Court Minutes Hearing type: Motion for Partial Summary Judgment Hearing date: 6/24/2013 Time: 11:24 am Courtroom: District Courtroom-judicial Bldg Court reporter: Susan Israel Minutes Clerk: Crystal Rigby Tape Number: DC Party: Robert Kantor, Attorney: Daniel Miller Party: Sondra Kantor, Attorney: Daniel Williams	Robert J. Elgee
	Hearing result for Motion for Leave scheduled on 06/24/2013 11:00 AM: District Court Hearing Held Court Reporter: Susan Israel Estimated Number of Transcript Pages for this hearing: Motion for Leave to Amend less 100	Robert J. Elgee
	Hearing result for Motion for Partial Summary Judgment scheduled on 06/24/2013 11:00 AM: District Court Hearing Held Court Reporter: Susan Israel Estimated Number of Transcript Pages for this hearing: less 100	Robert J. Elgee
7/5/2013	Order Granting Summary Judgment	Robert J. Elgee
7/18/2013	Hearing Scheduled (Motion 08/19/2013 01:30 PM) Motion for Award of Costs and Attorney Fees	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
	Memorandum of Costs and Attorney Fees	Robert J. Elgee
	Affidavit of Scot M. Ludwig	Robert J. Elgee
	Motion for Award of Costs and Attorney Fees	Robert J. Elgee
	Motion to Appear Telephonically	Robert J. Elgee
7/19/2013	Order, Re: Telephonic Hearing	Robert J. Elgee
7/25/2013	Transcript Filed (6/24/13 hearing)	Robert J. Elgee
7/31/2013	Affidavit of Scot M. Ludwig	Robert J. Elgee
8/7/2013	Order Granting Defendant/ Counterclaimant's Motion for Leave to Amend	Robert J. Elgee
8/9/2013	Amended Answer & Counterclaim	Robert J. Elgee
	Defendant/Counterclaimants' Motion for Preliminary Injunction	Robert J. Elgee
	Defendant/Counterclaimant's Memorandum in Support of Motion for Preliminary Injunction	Robert J. Elgee
	Affidavit of Sondra Kantor in Support of Motion for Preliminary Injunction	Robert J. Elgee
	Motion for Preliminary Injunction	Robert J. Elgee
8/12/2013	Defendant/Counterclaimant's Objection to Plaintiff's Motion for Award of Costs and Attorney Fees	Robert J. Elgee

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Robert Aron Kantor vs. Sondra Kantor

Other Claims

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
8/27/2013	Amended Notice Of Hearing	Robert J. Elgee
9/4/2013	Twenty-Four Hour Notice of Intention to Cross-Examine and Produce Evidence	Robert J. Elgee
9/5/2013	Twenty-Four Hour Notice of Intention to Cross-Examine and Produce Evidence	Robert J. Elgee
9/10/2013	Subpoena	Robert J. Elgee
	Affidavit Of Service	Robert J. Elgee
9/12/2013	Court Minutes Hearing type: Preliminary Injunction Hearing date: 9/12/2013 Time: 8:49 am Courtroom: District Courtroom-judicial Bldg Court reporter: Susan Israel Minutes Clerk: Crystal Rigby Tape Number: DC Party: Robert Kantor, Attorney: Daniel Miller Party: Sondra Kantor, Attorney: Daniel Williams	Robert J. Elgee
	Hearing result for Preliminary Injunction scheduled on 09/12/2013 09:00 AM: District Court Hearing Held Court Reporter: Susan Israel Estimated Number of Transcript Pages for this hearing: less 100	Robert J. Elgee
	Transcript Filed (9/12/13 hearing stipulation)	Robert J. Elgee
	Bench Brief, Re: Motions for Injunctive Relief	Robert J. Elgee
9/23/2013	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Ludwig Shoufler Miller Johnson Receipt number: 0006859 Dated: 9/23/2013 Amount: \$15.00 (Credit card)	Robert J. Elgee
	Miscellaneous Payment: Technology Cost - CC Paid by: Ludwig Shoufler Miller Johnson Receipt number: 0006859 Dated: 9/23/2013 Amount: \$3.00 (Credit card)	Robert J. Elgee
9/24/2013	Motion for Entry of Protective Order	Robert J. Elgee
	Memorandum in Support of Motion for Entry of Protective Order	Robert J. Elgee
9/27/2013	Amended Memorandum in Support of Motion for Entry of Protective Order	Robert J. Elgee
10/9/2013	Hearing Scheduled (Motion for Summary Judgment 11/15/2013 03:30 PM) Motion for Entry of Protective Order	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
	Memorandum in Support of Plaintiff's Motion for Partial Summary Judgment, Re: Amended Counterclaim	Robert J. Elgee
	Plaintiff's Motion for Partial Summary Judgment, Re: Amended Counterclaim	Robert J. Elgee
	Motion To Compel Recording of Quitclaim Deed	Robert J. Elgee
	Affidavit of Robert Aron Kantor in Support of Motion to Compel Recording of Quitclaim Deed	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
10/9/2013	Hearing Scheduled (Motion to Compel 11/15/2013 01:30 PM) Motion to Compel Recording of Quitclaim Deed	Robert J. Elgee
10/10/2013	Stipulation for Substitution of Counsel	Robert J. Elgee
	Defendant: Kantor, Sondra Appearance Aaron J. Woolf	Robert J. Elgee
	Amended Notice Of Hearing	Robert J. Elgee
	Continued (Motion for Summary Judgment 11/15/2013 01:30 PM) Motion for Entry of Protective Order	Robert J. Elgee
	Defendant: Kantor, Sondra Appearance Dennis P Wilkinson	Robert J. Elgee
10/16/2013	Order	Robert J. Elgee
10/21/2013	Notice of taking deposition	Robert J. Elgee
	Notice of taking deposition	Robert J. Elgee
10/28/2013	Subpoena for taking deposition	Robert J. Elgee
	Notice of taking deposition	Robert J. Elgee
	Affidavit Of Service	Robert J. Elgee
10/29/2013	Notice Of Service	Robert J. Elgee
11/1/2013	Defendant's Objection to Plaintiff's motion to compel recording of quitclaim deed	Robert J. Elgee
	Affidavit of Sondra Kantor in response to motion for partial summary judgment and in objection to motion to compel recording of quitclaim deed	Robert J. Elgee
	Defendant's response to Plaintiff's motion for partial summary judgment re: amended counterclaim	Robert J. Elgee
11/8/2013	Notice Of Service	Robert J. Elgee
	Supplemental Affidavit of Robert Aron Kantor	Robert J. Elgee
11/15/2013	Court Minutes	Robert J. Elgee
	Hearing type: Motion to Compel	
	Hearing date: 11/15/2013	
	Time: 1:20 pm	
	Courtroom: District Courtroom-judicial Bldg	
	Court reporter: Susan Israel	
	Minutes Clerk: Crystal Rigby	
	Tape Number: DC	
	Party: Robert Kantor, Attorney: Daniel Miller	
	Party: Sondra Kantor, Attorney: Aaron Woolf	
	Hearing result for Motion for Summary Judgment scheduled on 11/15/2013 01:30 PM: Hearing Vacated Motion for Entry of Protective Order	Robert J. Elgee
	Hearing result for Motion to Compel scheduled on 11/15/2013 01:30 PM: District Court Hearing Held	Robert J. Elgee
	Court Reporter: Susan Israel	
	Estimated Number of Transcript Pages for this hearing: Motion to Compel Recording of Quitclaim Deed less 100	
11/18/2013	Continued (Pretrial Conference 01/13/2014 02:00 PM)	Robert J. Elgee
	Continued (Jury Trial 03/11/2014 09:30 AM) 3 days	Robert J. Elgee

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
11/18/2013	Hearing Scheduled (Motion for Summary Judgment 01/13/2014 02:00 PM)	Robert J. Elgee
	Civil Case Scheduling Order, Notice of Trial Setting and Initial Pretrial Order	Robert J. Elgee
	Objection to Proposed Order	Robert J. Elgee
11/19/2013	Amended Notice Of Taking Deposition Duces Tecum	Robert J. Elgee
	Second Amended Notice Of Hearing	Robert J. Elgee
	Motion for Order Shortening Time	Robert J. Elgee
11/20/2013	Motion for Civil Contempt Sanctions	Robert J. Elgee
	Affidavit of Robert Aron Kantor in Support of Motion for Civil Contempt Sanctions	Robert J. Elgee
	Order Compelling Recording of Quitclaim Deed	Robert J. Elgee
	Court Email to Counsel	Robert J. Elgee
11/21/2013	Notice Of Taking Deposition	Robert J. Elgee
11/22/2013	Affidavit of Daniel A. Miller	Robert J. Elgee
	Notice Of Taking Deposition	Robert J. Elgee
	Affidavit of Sondra Kantor in Response to Motion for Summary Judgment and Court's Notice of Proposed Dismissal	Robert J. Elgee
11/25/2013	Acknowledgement Of Service	Robert J. Elgee
11/26/2013	Court Email to Counsel	Robert J. Elgee
12/3/2013	Hearing Scheduled (Status 12/09/2013 02:30 PM)	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
	Second Affidavit of Robert Aron Kantor in Support of Motion for Civil Contempt Sanctions	Robert J. Elgee
	Continued (Status 12/10/2013 10:00 AM) Telephonic Hearing	Robert J. Elgee
	Amended Notice Of Telephonic Hearing	Robert J. Elgee
	Continued (Status 12/05/2013 10:00 AM) Telephonic Hearing	Robert J. Elgee
	Second Amended Notice Of Telephonic Hearing	Robert J. Elgee
	Transcript Filed (11/15/2013)	Robert J. Elgee
12/4/2013	Memorandum in Support of Motion for Civil Contempt Sanctions	Robert J. Elgee
12/5/2013	Court Minutes	Robert J. Elgee
	Hearing type: Status	
	Hearing date: 12/5/2013	
	Time: 9:35 am	
	Courtroom: District Courtroom-judicial Bldg	
	Court reporter: Susan Israel	
	Minutes Clerk: Crystal Rigby	
	Tape Number: DC	
	Party: Robert Kantor, Attorney: Scot Ludwig	
	Party: Sondra Kantor, Attorney: Marty Anderson	

Date: 4/14/2014

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
12/5/2013	Hearing result for Status scheduled on 12/05/2013 10:00 AM: District Court Hearing Held Court Reporter: Susan Israel Estimated Number of Transcript Pages for this hearing: Telephonic Hearing less 100 Responsive Affidavit of Robert Aron Kantor	Robert J. Elgee Robert J. Elgee
	Affidavit of Counsel in Response to Notice of Proposed Dismissal	Robert J. Elgee
	Affidavit of Sondra Kantor in Response to Motion for Summary Judgment and Court's Notice of Proposed Dismissal	Robert J. Elgee
12/9/2013	Affidavit Of Counsel in Response to Notice of Proposed Dismissal	Robert J. Elgee
	Response Memorandum Regarding Sanctions	Robert J. Elgee
	Affidavit of Deborah Sievers	Robert J. Elgee
	Affidavit of Michel August	Robert J. Elgee
	Third Affidavit of Sondra Kantor in Response to Notice of Proposed Dismissal	Robert J. Elgee
12/10/2013	Hearing Scheduled (Status 12/10/2013 10:00 AM) Court Minutes Hearing type: Status Hearing date: 12/10/2013 Time: 9:50 am Courtroom: District Courtroom-judicial Bldg Court reporter: Susan Israel Minutes Clerk: Crystal Rigby Tape Number: MINI Party: Robert Kantor, Attorney: Scot Ludwig Party: Sondra Kantor, Attorney: Marty Anderson	Robert J. Elgee Robert J. Elgee
	Hearing result for Status scheduled on 12/10/2013 10:00 AM: District Court Hearing Held Court Reporter: Susan Israel Estimated Number of Transcript Pages for this hearing: less 100	Robert J. Elgee
	Notice and Agreement Re Purchase of Audio Recording of Magistrate and /or District Court Proceedings	Robert J. Elgee
	Miscellaneous Payment: Copy CD Fee Paid by: Ludwig Shoufler Miller Johnson, LLP Receipt number: 0008566 Dated: 12/10/2013 Amount: \$6.00 (Credit card)	Robert J. Elgee
	Miscellaneous Payment: Technology Cost - CC Paid by: Ludwig Shoufler Miller Johnson, LLP Receipt number: 0008566 Dated: 12/10/2013 Amount: \$3.00 (Credit card)	Robert J. Elgee
	Order Regarding Proposed Imposition of Sanctions	Robert J. Elgee
	Order Re: Contact with Bank of America	Robert J. Elgee
12/12/2013	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: certified copy Receipt number: 0008604 Dated: 12/12/2013 Amount: \$4.00 (Cash)	Robert J. Elgee
	Miscellaneous Payment: For Certifying The Same Additional Fee For Certificate And Seal Paid by: certified copy Receipt number: 0008604 Dated: 12/12/2013 Amount: \$1.00 (Cash)	Robert J. Elgee

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Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
12/16/2013	Affidavit of Robert Aron Kantor	Robert J. Elgee
12/18/2013	Motion for Entry of Additional Sanction	Robert J. Elgee
	Affidavit of Robert Aron Kantor in Support of Motion for Entry of Additional Sanction(Exhibit Attached-CD)	Robert J. Elgee
12/23/2013	Motion to Dismiss	Robert J. Elgee
	Motion to Strike	Robert J. Elgee
	Second Response Memorandum Regarding Sanctions	Robert J. Elgee
	Second Affidavit of Counsel in Response to Notice of Proposed Dismissal	Robert J. Elgee
	Fourth Affidavit of Sondra Kantor in Repsonse to Notice of Proposed Dismissal and Sanctions	Robert J. Elgee
	Affidavit of Tessica Vizcarra	Robert J. Elgee
12/24/2013	Affidavit of Robert Aron Kantor in Support of Sanctions Dismissing Counterclaim with Prejudice	Robert J. Elgee
12/26/2013	Affidavit of Scot M. Ludwig in Support of Sanctions Dismissing Counterclaim with Prejudice	Robert J. Elgee
12/30/2013	Hearing Scheduled (Motion to Dismiss 01/13/2014 02:00 PM)	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
1/6/2014	Objection to Defendant's Motion to Dismiss	Robert J. Elgee
1/7/2014	Hearing result for Motion for Summary Judgment scheduled on 01/13/2014 02:00 PM: Hearing Vacated	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
	Notice of Vacating Hearing	Robert J. Elgee
	Hearing Scheduled (Motion 01/13/2014 02:00 PM) for Additional Sanctions and for Enforcement	Robert J. Elgee
1/13/2014	Court Minutes Hearing type: Motion Hearing date: 1/13/2014 Time: 2:00 pm Courtroom: District Courtroom-judicial Bldg Court reporter: Susan Israel Minutes Clerk: Crystal Rigby Tape Number: DC Party: Robert Kantor, Attorney: Scot Ludwig Party: Sondra Kantor, Attorney: Marty Anderson	Robert J. Elgee
	Hearing result for Motion scheduled on 01/13/2014 02:00 PM: District Court Hearing Held Court Reporter:Susan Israel Estimated Number of Transcript Pages for this hearing: for Additional Sanctions and for Enforcement less 100	Robert J. Elgee
	Hearing result for Motion to Dismiss scheduled on 01/13/2014 02:00 PM: District Court Hearing Held Court Reporter:Susan Israel Estimated Number of Transcript Pages for this hearing: less 100	Robert J. Elgee
1/16/2014	Motion for Findings of Fact and Conclusions of Law	Robert J. Elgee

Other Claims

Date		Judge
1/16/2014	Objection to Proposed Judgment	Robert J. Elgee
1/23/2014	Hearing result for Jury Trial scheduled on 03/11/2014 09:30 AM: Hearing Vacated 3 days	Robert J. Elgee
	Hearing result for Pretrial Conference scheduled on 01/13/2014 02:00 PM: Hearing Vacated	Robert J. Elgee
	Memorandum Order Dismissing Defendant's Counterclaim	Robert J. Elgee
	Judgment	Robert J. Elgee
	STATUS CHANGED: Closed	Robert J. Elgee
	Civil Disposition entered for: Kantor, Sondra, Defendant; Kantor, Robert Aron, Plaintiff. Filing date: 1/23/2014	Robert J. Elgee
1/28/2014	Request for audio Recording	Robert J. Elgee
1/29/2014	Miscellaneous Payment: Copy CD Fee Paid by: Ludwig Shoufler Miller Johnson LLP Receipt number: 0000680 Dated: 1/29/2014 Amount: \$6.00 (Check)	Robert J. Elgee
2/4/2014	Motion for award of costs and attorney fees	Robert J. Elgee
	Affidavit of Scot M. Ludwig	Robert J. Elgee
	Memorandum of costs and attorney fees	Robert J. Elgee
2/6/2014	Memorandum of attorney fees & costs	Robert J. Elgee
	Defendant's conditional Motion for fees and costs	Robert J. Elgee
	Affidavit in support of memorandum of attorney fees and costs	Robert J. Elgee
2/12/2014	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thompson Smith Woolf & Anderson Receipt number: 0001036 Dated: 2/12/2014 Amount: \$15.00 (Credit card)	Robert J. Elgee
	Miscellaneous Payment: Technology Cost - CC Paid by: Thompson Smith Woolf & Anderson Receipt number: 0001036 Dated: 2/12/2014 Amount: \$3.00 (Credit card)	Robert J. Elgee
2/18/2014	Objection to Defendant's Conditional Motion for Fees and Costs	Robert J. Elgee
2/19/2014	Defendant's Motion to Disallow/Objection to Motion for Fees and Costs	Robert J. Elgee
2/24/2014	Notice Of Hearing	Robert J. Elgee
	Notice Of Hearing	Robert J. Elgee
2/25/2014	Hearing Scheduled (Motion for Attorney fees and Costs 04/07/2014 02:00 PM) and motion to disallow/objection to fees and costs	Robert J. Elgee
	STATUS CHANGED: Closed pending clerk action	Robert J. Elgee
3/4/2014	Notice Of Appeal	Robert J. Elgee
	STATUS CHANGED: Inactive	Robert J. Elgee
	Appealed To The Supreme Court	Robert J. Elgee
3/11/2014	Bond Posted - Cash (Receipt 1691 Dated 3/11/2014 for 100.00)	Robert J. Elgee
	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Anderson, Marty R (attorney for Kantor, Sondra) Receipt number: 0001692 Dated: 3/11/2014 Amount: \$109.00 (Check) For: Kantor, Sondra (defendant)	Robert J. Elgee
4/1/2014	Bond Posted - Cash (Receipt 2103 Dated 4/1/2014 for 1737.50)	Robert J. Elgee

Date: 4/14/2014

Fifth Judicial District Court - Blaine County

User: CRYSTAL

Time: 08:43 AM

ROA Report

Page 12 of 12

Case: CV-2012-0000734 Current Judge: Robert J. Elgee

Robert Aron Kantor vs. Sondra Kantor

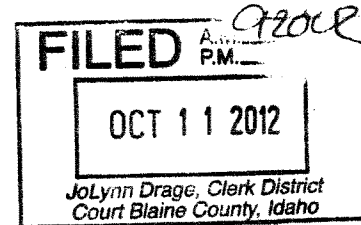
Robert Aron Kantor vs. Sondra Kantor

Other Claims

Date		Judge
4/7/2014	Court Minutes Hearing type: Motion for Attorney fees and Costs Hearing date: 4/7/2014 Time: 1:00 pm Courtroom: District Courtroom-judicial Bldg Court reporter: Sabrina Vasquez Minutes Clerk: ROSA Tape Number: dc Hearing result for Motion for Attorney fees and Costs scheduled on 04/07/2014 02:00 PM: District Court Hearing Held Court Reporter: Sabrina Vasquez Estimated Number of Transcript Pages for this hearing: and motion to disallow/objection to fees and costs less 100	Robert J. Elgee Robert J. Elgee
4/10/2014	Notice and Agreement Re: Purchase of Audio Recording of Magistrate and/or District Court Proceedings	Robert J. Elgee

SCOT M. LUDWIG
DANIEL A. MILLER
LUDWIG ♦ SHOUFLEL ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506
ISB 3571

Attorneys for Plaintiff



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,
Plaintiff,

vs.

SONDRA LOUISE KANTOR,
Defendant.

CASE NO. CV2012-734

COMPLAINT

ROBERT J. ELGEE

COMES NOW the Plaintiff, ROBERT ARON KANTOR, by and through his attorneys of record, Scot M. Ludwig and Daniel A. Miller of Ludwig Shoufler Miller Johnson, LLP, Boise, Idaho, and hereby complains and alleges as follows:

1. Plaintiff, Robert Aron Kantor (Robert) and Defendant, Sondra Louise Kantor (Sondra), own real property in Blaine County, Idaho, whose physical address is 265 Golden Eagle

COMPLAINT - 1

Drive, Hailey, Blaine County, Idaho.

2. Robert and Sondra acquired 265 Golden Eagle Drive and constructed a home on that location during their marriage. The home has secured against it a first mortgage in the approximate amount of \$3,450,000.00 and a second mortgage secured against it with an unpaid balance of approximately \$1,150,000.00 including unpaid interest. Both mortgages are with Bank of America and both are presently in default. Robert and Sondra both appear on the deed to the property and both parties are personally liable for the debt secured by 265 Golden Eagle Drive. The current value of this home is approximately \$2,500,000.00. The house has been on the market for two (2) years and recently was put under contract for \$2,400,000.00.

3. In 2011 Robert filed an action for divorce against Sondra in Blaine County Idaho, case number CV-2011-0000525.

4. On April 24, 2012, Robert and Sondra entered into a Property Settlement Agreement resolving their property and debt issues. The Property Settlement Agreement is attached to Robert's Affidavit in Support of TRO as Exhibit B.

5. Paragraph 5 of Robert's and Sondra's Property Settlement Agreement required the parties to sell 265 Golden Eagle Drive as "soon as reasonably possible." Paragraph 25 of the Property Settlement Agreement required the parties to "make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement."

6. Robert and Sondra were divorced pursuant to a Judgment entered in Blaine County, State of Idaho, case number 2011-0000525, on April 30, 2012. The Judgment is attached to Robert's Affidavit in Support of TRO as Exhibit A.

COMPLAINT - 2

7. For the past year, Robert worked diligently with Bank of America to cooperatively short sell the home. Until September of 2012, the home was in foreclosure. Due to Robert's efforts, the foreclosure has been withdrawn. Robert is working with an agency of Bank of America known as "Dignified Transitions Solutions". Pursuant to an agreement with Dignified Transitions Solutions, the home can be sold for \$2,400,000.00 and Sondra and Robert will be relieved of any deficiency liability on the first and second mortgages with Bank of America.

8. The current buyers are under contract that now only requires the Bank to finally approve of the terms. Sondra and Robert agreed to the sale and signed a Real Estate Purchase and Sale Agreement. The Real Estate Purchase And Sale Agreement is attached to Robert's Affidavit in Support of TRO as Exhibit C.

9. The contract with the buyers has a finite term and needed to have a signed extension by Friday, October 5, 2012 to remain technically active. Robert signed the extension and Sondra has refused to sign the extension and is making demands on Robert to pay her \$10,000.00 which she alleges is owed under the Property Settlement Agreement, as a condition of her signing.

10. This is the second time Sondra has tried to extort something from Robert for doing what is in her best interest. Sondra made a similar demand for items that were addressed in the Property Settlement Agreement totaling \$8,500.00. She subsequently signed an Agreement prepared by her divorce counsel, Stanley W. Welsh, settling those demands. In paragraph 1 of the Agreement Sondra agreed to immediately sign all documents necessary now for the sale of 265 Golden Eagle Drive, and sign all future documents necessary to close the cooperative short sale. That Agreement is attached to Robert's Affidavit in Support of TRO as Exhibit D. Sondra's refusal to now sign a simple contract extension is in violation of the parties Agreement and it has caused the contract with

COMPLAINT - 3

the buyers of the house to expire and put the transaction in jeopardy and is putting the entire possibility of selling the home through a short sale in jeopardy as well.

11. The consequences of the above described sale being cancelled would be the loss of almost \$2,000,000.00 in liability which would be owed to the Bank of America as deficiency liability on the combined mortgages. Additionally, Sondra's refusal to sign the extension could cause an additional tax liability of approximately \$400,000.00 on the relief of the indebtedness to Bank of America, which is currently exempt from tax under the "Debt Relief Act" due to expire at the end of this year.

12. If the sale of the Golden Eagle Drive home does not occur by the end of November, 2012, it will no longer be a candidate for a cooperative short sale and will revert to a foreclosure with an immediate result of Sondra and Robert having potential liability on the full amount of both the first and second mortgages.

13. Sondra does not have, to the best of Robert's knowledge, sufficient assets to pay for either the damage being caused to Robert by her refusal to cooperate and sign the necessary documents, or to pay her share of the deficiency liability that may be caused by her actions. Further, Sondra's actions are unreasonable and outrageous in that she is willing to wipe out her family's ability to escape over \$2,500,000.00 of predictable liability which could be avoided by signing the required sale documents as she has legally agreed to do. Finally, Sondra may be creating a reputation in our small community regarding the sale that there is no point in anyone trying to purchase the 265 Golden Eagle Drive residence because Sondra will not sign the documents necessary to close on the home.

BREACH OF CONTRACT

COMPLAINT - 4

14. Robert re-alleges the preceding paragraphs as though fully set forth herein.

15. Sondra has breached the parties Property Settlement Agreement and the Agreement entered into in September of 2012, by refusing to sign the documents necessary to carry out the sale and closing of 265 Golden Eagle Drive.

16. As a result of Sondra's breach of contract Robert has been damaged in an amount to be proven at trial, said amount exceeds \$10,000.00.

INJUNCTIVE RELIEF

17. Robert re-alleges the preceding paragraphs as though fully set forth herein.

18. Robert is entitled to affirmative injunctive relief pursuant to Idaho Rule of Civil Procedure 65(a), (b) and (e), in that Robert will suffer irreparable harm if affirmative relief is not granted.

19. Robert requests this Court enter an Order granting Robert the authority to sign on Sondra's behalf all documents necessary to extend the above described Real Estate Purchase and Sales Agreement and close on the sale of 265 Golden Eagle Drive, or in the alternative an Order requiring Sondra to immediately sign all documents necessary to extend the Real Estate Purchase and Sales Agreement and to sign all documents, upon presentment, necessary to close the sale of 265 Golden Eagle Drive.

ATTORNEY FEES

20. Robert requests payment from Sondra of his fees and costs pursuant to Idaho Code sections 12-120 and 12-121 and paragraph 29 of the Property Settlement Agreement.

JURY TRIAL

21. Robert requests a jury trial.

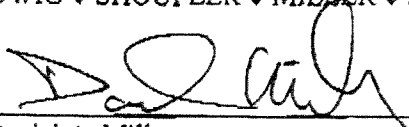
RELIEF SOUGHT

- 22. That Judgment be entered in favor of Robert and against Sondra;
- 23. For damages in an amount to be proven at Trial, said sum exceeding \$10,000.00;
- 24. For injunctive relief in the form of an affirmative Temporary Restraining Order and/or a preliminary injunction and/or a permanent injunction;
- 25. An award of costs and attorney's fees and in the event of default an award of \$2,500.00 would be reasonable; and
- 26. For such other relief as the Court deems just and equitable.

DATED This 10 day of October, 2012.

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

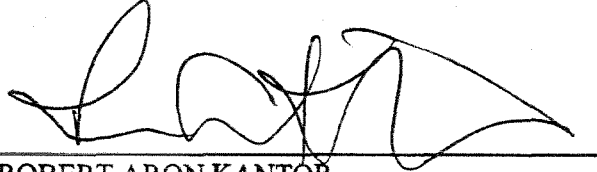
BY


Daniel A. Miller,
Attorneys for Plaintiff

STATE OF IDAHO)
) ss
County of Blaine)

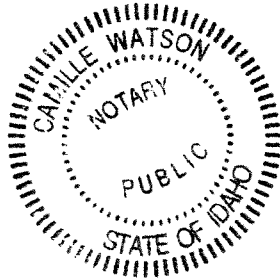
ROBERT ARON KANTOR, being first duly sworn upon oath, deposes and says:

That he is the Plaintiff in the above-entitled action; that he has read the above and foregoing Complaint, knows the contents thereof, and that the statements therein contained are true to the best of his knowledge and belief.



ROBERT ARON KANTOR

SUBSCRIBED AND SWORN TO before me this 10th day of October, 2012.



Camille K. Watson
Notary Public for Idaho
Residing at: Blaine County
My Commission Expires: 05-07-2013

STATE OF IDAHO)
County of Blaine) ss

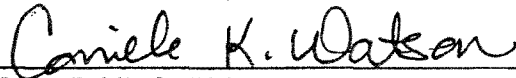
ROBERT ARON KANTOR, being first duly sworn upon oath, deposes and says:

That he is the Plaintiff in the above-entitled action; that he has read the above and foregoing Complaint, knows the contents thereof, and that the statements therein contained are true to the best of his knowledge and belief.

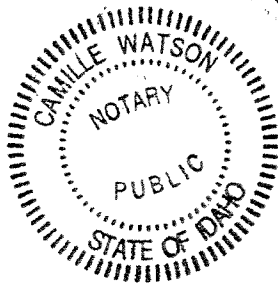


ROBERT ARON KANTOR

SUBSCRIBED AND SWORN TO before me this 10th day of October, 2012.



Notary Public for Idaho
Residing at: Blaine County
My Commission Expires: 05-07-2013



COMPLAINT - 7

SCOT M. LUDWIG
 DANIEL A. MILLER
 LUDWIG ♦ SHOFLER ♦ MILLER ♦ JOHNSON, LLP
 Attorneys at Law
 209 West Main Street
 Boise, ID 83702
 Telephone: 208-387-0400
 Facsimile: 208-387-1999
 ISB 3506
 ISB 3571

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,

Plaintiff,

vs.

SONDRA LOUISE KANTOR,

Defendant.

CASE NO.

AFFIDAVIT OF ROBERT ARON
 KANTOR IN SUPPORT OF
 MOTION FOR TEMPORARY
 RESTRAINING ORDER

STATE OF IDAHO)

) ss

County of Blaine)

ROBERT ARON KANTOR, being first duly sworn upon oath, deposes and says:

1. I am the Plaintiff in the above entitled action and I make this affidavit based upon my own personal knowledge and in support of my Complaint filed contemporaneously herewith.

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
 MOTION FOR TEMPORARY RESTRAINING ORDER - 1

2. In approximately the year 2000, while I was married to Defendant, we built a house at 265 Golden Eagle Drive, Hailey, Blaine County, State of Idaho. The home has a first mortgage in the approximate amount of \$3,450,000.00 and a second mortgage with an unpaid balance of approximately \$1,150,000.00 including unpaid interest. Both mortgages are with Bank of America and both are presently in default. Defendant and I both appear on the deed to the property and we are both personally liable for the debt secured by 265 Golden Eagle Drive. The current value of this home is approximately \$2,500,000.00. The house has been on the market for two (2) years and recently was put under contract for \$2,400,000.00.

3. Defendant and I were divorced pursuant to a Judgment entered in Blaine County, State of Idaho, case number 2011-0000525, on April 30, 2012. Prior to the entry of the Judgment Defendant and I had entered into a Property Settlement Agreement resolving the division of our property and debt. I have attached a copy of the April 20, 2012, Judgment as Exhibit A to this affidavit. I have attached a copy of our Property Settlement Agreement as Exhibit B to this affidavit.

4. Paragraph 5 of our Property Settlement Agreement required us to sell 265 Golden Eagle Drive as "soon as reasonably possible." Paragraph 25 of the Property Settlement Agreement requires the parties to "make, execute and deliver such deeds or other documents as my be requested by the other to carry out the full performance of this Agreement."

5. For the past year, I have worked diligently with Bank of America to cooperatively short sell the home. Until September of 2012, the home was in foreclosure. Due to my efforts, the foreclosure has been withdrawn. I am working with an agency of Bank of America known as "Dignified Transitions Solutions". Pursuant to an agreement with Dignified Transitions Solutions,

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 2

I am able to sell the home for \$2,400,000.00 and Defendant and I will be relieved of any deficiency liability on the first and second mortgages with Bank of America.

6. The current buyers are under contract that now only requires the Bank to finally approve of the terms. Defendant, Sondra Kantor, agreed to the sale and signed the Purchase and Sale Agreement as did I. The Real Estate Purchase And Sale Agreement is attached to this affidavit as Exhibit C. The contract with the buyers has a finite term and needed to have a signed extension by Friday, October 5, 2012 to remain technically active. I signed the extension and Sondra has refused to sign the extension and is making demands on me to pay her \$10,000.00 which she alleges is owed under our Property Settlement Agreement, as a condition of her signing.

7. This is the second time Defendant has tried to extort something for doing what is in her best interest, which she is already responsible for doing. Defendant made a similar demand for items that were addressed in the Property Settlement Agreement totaling \$8,500.00. She subsequently signed an Agreement prepared by her divorce counsel, Stanley W. Welsh, settling those demands. In paragraph 1 of the Agreement Defendant agreed to immediately sign all documents necessary now for the sale of 265 Golden Eagle Drive, and sign all future documents necessary to close the cooperative short sale. That Agreement is attached to my affidavit as Exhibit D. Sondra's refusal to now sign a simple contract extension in violation of our Agreement has caused the contract with the buyers of the house to expire and put the transaction in jeopardy - and is putting the entire possibility of selling the home through a short sale in jeopardy as well.

8. The consequences of this sale being cancelled would be the loss of almost \$2,000,000.00 due to liability which would be owed to the Bank of America as deficiency liability

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 3

on the combined mortgages. Additionally, Defendant's refusal to sign the extension could cause an additional tax liability of approximately \$400,000.00 on the relief of the indebtedness to Bank of America, which is currently exempt from tax under the "Debt Relief Act" due to expire at the end of this year.

9. I have been told by Bank of America that if the sale of the Golden Eagle Drive home does not occur by the end of November, 2012, it will no longer be a candidate for a cooperative short sale and will revert to a foreclosure with an immediate result of having liability on full amount of both the first and second mortgages.

10. Defendant does not have, to the best of my knowledge, sufficient assets to pay for either the damage being caused to me by her refusal to cooperate and sign the necessary documents, or to pay her share of the deficiency liability that may be caused by her actions. Further, Defendant's actions are unreasonable and outrageous in that she is willing to wipe out her family's ability to escape over \$2,500,000.00 of predictable liability which could be avoided by signing the required sale documents as she has legally agreed to do. Finally, Defendant may be creating a reputation in our small community regarding the sale that there is no point in anyone trying to purchase the 265 Golden Eagle Drive residence because Defendant will not sign the documents necessary to close on the home.

11. I am requesting emergency affirmative relief from the Court in the form of an order from the Court granting Plaintiff the authority to sign on Defendant's behalf all documents necessary to extend the contract and close on the sale of 265 Golden Eagle Drive, or in the alternative an order from the Court requiring Defendant to immediately sign all documents necessary to extend the

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 4

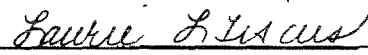
contract referenced above and to sign all documents, upon presentment, necessary to close the sale of 265 Golden Eagle Drive.

DATED This 11 day of October, 2012.

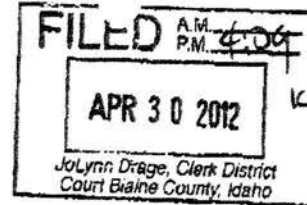

ROBERT ARON KANTOR

SUBSCRIBED AND SWORN TO before me this 11 day of October, 2012.


NOTARY PUBLIC
STATE OF IDAHO


Notary Public for Idaho
Residing at: Blaine Co Idaho
Comm. Expires: 08/01/2018

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 5



STANLEY W. WELSH ISB #1964
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Attorneys for Defendant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,

Plaintiff,

v.

SONDRA LOUISE KANTOR,

Defendant.

Case No. CV-2011-0000525

JUDGMENT

BASED UPON the stipulation of the parties, JUDGMENT IS ENTERED as follows:

1. **DIVORCE**: Plaintiff (hereinafter referred to as "Robert") and Defendant (hereinafter referred to as "Sondra") are granted a divorce from each other on the grounds of irreconcilable differences. Each is restored to the status of a single person.
2. **SEPARATE AGREEMENT**: The parties have a separate agreement resolving all property and debt issues.

DATED this 27 day of April, 2012.

A handwritten signature in dark ink, appearing to read "R. Ted Israel".

The Honorable R. Ted Israel



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30 day of April, 2012, a true and correct copy of the within and foregoing instrument was served upon:

Robert Kantor
PO Box 1271
Ketchum, ID 83340
Served by: U. S. Mail

Stanley W. Welsh
Coshu Humphrey, LLP
PO Box 9518
Boise, ID 83707-9518
Served by: U.S. Mail

Kate Riley

Clerk of the Court

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of April, 2012, by and between Sondra Kantor, hereinafter referred to as "Sondra," and Robert Kantor, hereinafter referred to as "Robert."

1. **RECITALS:** This Agreement is made with reference to the following facts:

1.01 The parties hereto were married on the 8th day of June, 1968, in Houston, Texas, and ever since have been and still are Husband and Wife.

1.02 The parties have three adult children.

1.03 Unhappy differences have arisen between Robert and Sondra, as a result of which they have agreed to separate and enter into this Agreement.

2. **ROKAN PARTNERS:** The parties own an interest in Rokan Partners, an Idaho limited partnership. The parties agree that the ownership in Rokan Partners shall be as follows:

- Rokan Corporation, a Delaware corporation: 6%
- Robert: 44%
- Sondra: 44%
- Geoffrey F. Kantor: 2%
- Aron B. Kantor: 2%
- Joshua M. Kantor: 2%

2.01 Rokan Corporation is the sole general partner of Rokan Partners.

2.02 Robert is the president of Rokan Corporation.

2.03 All stock in Rokan Corporation is owned by Century Trust (in a trust agreement dated January 1, 2006).

2.04 Rokan Partners owns an interest in PK Ventures LLC reflected in the operating agreement dated January 1, 2012.

PROPERTY SETTLEMENT AGREEMENT, P. 1

SWW/rfl 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust



2.05 Rokan Partners shall own any interest in all of the entities attached in the described Property and Debt Schedule (hereinafter "PDS") where the remarks have the initials RP.

2.06 It is the intent and the agreement of the parties that except as specifically provided herein, all interest in all other real estate including but not limited to syndications where the parties have direct or indirect ownership interest shall be assigned to Rokan Partners.

2.07 Robert and Sondra shall not sell, transfer, encumber, or in any way convey their interest in Rokan Partners unless both parties agree to the sale or conveyance.

2.08 The parties shall make such changes to the Rokan Partners agreement necessary to ensure that no members can be admitted to Rokan Partners without the written consent of both Robert and Sondra during their lives.

2.09 Other than ordinary and necessary expenses in connection with the assets of Rokan Partners, neither Robert nor Sondra shall receive directly or indirectly any compensation from Rokan Partners other than as stated in this agreement. Further, Robert and Sondra shall ensure that all documents reflect the fact that other than as stated in this Agreement, no one else shall directly or indirectly receive any payments from Rokan Partners. Robert may, under this Agreement, employ and pay such maintenance personnel and attorneys, accountants and bookkeepers as he deems necessary for operations of Rokan Partners. It is specifically provided that except as provided herein, no one shall employed by Rokan Partners without the written consent of Sondra, which consent shall not be unreasonably withheld.

PROPERTY SETTLEMENT AGREEMENT, P. 2

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.10 Ayako has prepared and shall continue to prepare the books and records and tax returns for Rokan Partners. Ayako shall continue to receive reasonable compensation for performing the services that have been performed in the past. A replacement for Ayako shall be a person agreed upon by Robert and Sondra.

2.11 The management of Rokan Partners is by Rokan Corporation. Robert is the president of Rokan Corporation and is thus managing Rokan Partners. There shall be no other person or entity managing Rokan Partners without the written consent of Sondra and Robert.

2.12 Except for what is reasonably necessary for operations of Rokan Partners, Robert shall cause Rokan Partners to distribute the available cash of Rokan Partners. The parties acknowledge that there is a requirement for pro rata distributions to all partners. Notwithstanding, Robert agrees that each month cash available to be distributed to Robert or Sondra shall be distributed as follows: the first \$6,000 available shall be distributed to Sondra, the next \$6,000 available shall be distributed to Robert, the next \$4,000 available shall be distributed to Sondra, the next \$4,000 available shall be distributed to Robert and thereafter available cash shall be distributed equally to Robert and Sondra. Provided further, that if in a month Sondra has received more than Robert, the next month before going through the priority of distribution set forth herein, Robert shall receive the first amount to equalize the distribution from the prior month. Further notwithstanding the above provisions, Robert shall use best efforts to ensure that Sondra receives \$6000 from Rokan Partners on the first day of each month beginning June 1, 2012.

PROPERTY SETTLEMENT AGREEMENT, P. 3

SWW/rfl 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.13 Prior to sale of any asset of Rokan Partners, Robert shall provide written notice to Sondra, as much in advance as possible under the circumstances, including all details of the proposed sale.

2.14 When Robert (whenever a reference is made to Robert the parties understand and agree that the reference is to Robert acting in his individual capacity, his capacity as president of Rokan Corporation, or his capacity as a member or partner in any other entity where the parties directly or indirectly have some ownership interest) receives any financial reports on any of the entities, he shall forward those financial reports to Sondra.

2.15 Anytime Ayako or any substitute bookkeeper prepares reports, monthly ledgers or general ledgers of Rokan Partners, those reports shall be forwarded to Sondra.

2.16 The parties shall cause the first amendment and the second amendment to the Rokan Partners agreement to be signed. The form of the second amendment is attached to this Property Settlement Agreement.

2.17 Attached hereto is a listing of known contingent liabilities. If Robert believes a contingent liability should be paid, Sondra shall not unreasonably deny consent to Rokan Partners making a deemed distribution to Robert and Sondra to pay said liability. Such deemed distribution shall not be considered a distribution for purposes of the distributions pursuant to 2.12.

2.18 Rokan Partners shall continue to pay the parties' son Shalom's loan for graduate school.

PROPERTY SETTLEMENT AGREEMENT, P. 4

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.19 The parties acknowledge that the parties' son Aaron owes Rokan Partners \$90,000.

2.20 Coincident with the signing of this Agreement, Rokan Partners shall distribute \$10,000 to Scot Ludwig and \$10,000 to Cosho Humphrey to be applied on attorneys fees and cost of each party. Any remaining fees and cost shall be the obligation of the respective parties.

3. PK VENTURES, LLC:

3.01 Rokan Partners owns an interest in PK Ventures, LLC.

3.02 Robert shall receive no compensation, directly or indirectly, from PK Ventures, LLC. Robert acknowledges that with regard to the operation of PK Ventures, LLC, he has the same fiduciary obligation to Sondra that he owes with regard to Rokan Partners or any other entity in which the parties have a joint ownership interest.

4. CENTURY TRUST:

4.01 Century Trust will receive funds through its ownership interest in Rokan Corporation.

4.02 Any funds available for distribution from Century Trust to Robert (or his successor upon his death) shall be distributed equally to Robert (or his successor upon his death) and Sondra. There are presently 2 Genworth Term Life Insurance Policies in effect and held by Century Trust. Policy #5,984,615 shall be discontinued as of Robert's 70th birthday. Policy #8266031 shall be continued, and the premiums shall be paid by Century Trust, for the 10 years following Robert's 70th Birthday.

PROPERTY SETTLEMENT AGREEMENT, P. 5

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4.03 Funds distributed from Rokan Corporation to Century Trust, in excess of the amount needed for payment of the premiums on the policy set forth above, may be distributed quarterly in equal amounts to Robert and Sondra. These amounts shall not be considered in the calculations set forth in Section 2.12.

4.04 Robert agrees that the Century Trust documents shall be amended to provide that the only trustees of Century Trust shall be Robert, Sondra, and their three children. The amendment to be signed by the parties, entitled First Amendment to the Century Trust, is attached hereto. Neither Robert nor Sondra shall have the power to make an appointment or give their interest in the Century Trust to anyone other than their three children.

5. **REAL PROPERTY:** The parties own real property located at 265 Golden Eagle Drive, Hailey, Idaho.

5.01 This real property shall be sold as soon as reasonably possible.

5.02 Pending the sale or disposition of this real property, Robert shall maintain the property and pay all utilities provided to the property. Any capital improvements will be paid one half by each party. Capital improvements will only be made if agreed upon by both parties in writing or ordered by the court.

5.03 Each party shall provide to the other any information either party receives that may be relevant to the ownership, sale, rental or other disposition of said property.

6. **US DIGITAL GAMING:** All present or future interest of either Robert or Sondra in US Digital Gaming, Inc. (USDG), a Delaware corporation, shall be assigned to Rokan

PROPERTY SETTLEMENT AGREEMENT, P. 6

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

Partners. Sondra shall be promptly provided with and informed of any available information received by Robert regarding USDG or our interest therein.

7. **KF, LLC:**

7.01 The parties own KF, LLC.

7.02 Neither party shall receive directly or indirectly any compensation from KF, LLC except as stated herein.

7.03 All funds available to be distributed from KF, LLC shall be divided equally between Robert and Sondra.

8. **KANTOR FAMILY, LLC:**

8.04 Robert and Sondra shall have an equal ownership interest in Kantor Family, LLC.

8.05 Robert shall not receive directly or indirectly any compensation from Kantor Family, LLC.

8.06 Any funds available to be distributed to Robert and/or Sondra from Kantor Family, LLC, shall be divided equally between Robert and Sondra.

9. **OTHER OWNERSHIP INTEREST:** On the attached PDS under business interests, there are other entities in which Robert and Sondra personally own an interest. The parties shall each continue to own one half of the interest in the entities where there is an "X" under both the column entitled "To Husband" and the column entitled "To Wife". To the extent either party receives financial information concerning these entities, or any other entity where the parties have an ownership interest (such as described in paragraphs 3, 6, 7, and 8 of this agreement), that party shall immediately forward the information to the other party.

PROPERTY SETTLEMENT AGREEMENT, P. 7

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Attachments - PDS, 2nd Amendment to Rakan Partners, and 1st Amendment to Century Trust

10. HOUSEHOLD GOODS AND FURNISHINGS AND OTHER TANGIBLE**PERSONAL PROPERTY:**

10.01 On the attached PDS, commencing at Item 119 is a listing of tangible personal property.

10.02 Robert is awarded the items under the column entitled "To Husband" as indicated with an "X" or a dollar amount.

10.03 Sondra is awarded the items under the column entitled "To Wife" as indicated with an "X" or a dollar amount.

10.04 Where there is an item that does not include an allocation to Robert or Sondra, that item shall be sold in a manner agreed to by the parties in writing. The first \$35,156 of proceeds shall go to Sondra. The proceeds in excess of \$35,156 shall be divided equally between Robert and Sondra. In the event the items do not produce at least \$35,156, Robert shall immediately pay to Sondra one half of the difference between the proceeds received and \$35,156. For example, if the proceeds are only \$30,156, Robert shall immediately pay to Sondra the sum of \$2,500.

10.05 Prior to a sale, either party may elect to take an item of personal property to be sold at a value agreed upon by the parties in writing.

10.06 If an item of property is not listed on the attached PDS the parties shall either agree to a value and allocation or sell the item in the manner described in this paragraph 10.

PROPERTY SETTLEMENT AGREEMENT, P. 8

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

11. EXCLUSIVE RESORTS:

11.01 The parties have an ownership interest in Exclusive Resorts (held in the names of their children).

11.02 Sondra shall be given the password to Exclusive Resorts.

11.03 Robert shall use best efforts to sell Exclusive Resorts. Any net proceeds shall be paid one half to Robert and one half to Sondra. If Robert has a buyer for Exclusive Resorts, Sondra shall not unreasonably withhold consent to the sale.

12. 2011 TAX RETURNS: The parties shall file married filing joint tax returns for 2011.

13. MEADOWS STORE ROOM: Sondra shall be given a key to and be allowed to use the Meadows store room. To the extent the parties have any property in the Meadows store room that is not listed on the attached PDS, those items shall be equally divided between Robert and Sondra.

14. VALLEY CLUB MEMBERSHIP: The Valley Club membership owned by Robert and Sondra is up for sale. Upon sale, the parties shall each receive one half of the net proceeds. Pending the sale, Robert shall be obligated to make the required minimum payments and any payment for his use of said membership.

15. AIRLINE MILES: The parties agree that as of January 1, 2011 the mileage or points balances on Robert's credit cards were as follows:

- American Express Centurion Acct #...6-81004 – 610,234;
 - Delta Sky Miles Amex Acct #...8-3002 – 10,800;
 - Wells Fargo Visa Acct #...4652 – 390,461
- Total: 1,011,495 points

PROPERTY SETTLEMENT AGREEMENT, P. 9

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

As of February 1, 2011, Sondra had 71,000 miles in her Delta Sky Miles Accounts. Robert shall transfer to Sondra one-half of the difference, which is 470,248 (1,011,495 less 71,000 = 940,495 divided by 2 and rounded up).

16. ROKAN VENTURES:

16.01 Rokan Partners owns 25% of Rokan Ventures.

16.02 Any new commercial real estate syndications or other commercial real estate activities that Robert intends to, or does, become involved in shall be done in Rokan Ventures provided that any activity that Rokan Ventures declines shall not be done in Rokan Ventures.

16.03 To the extent agreed upon with the other members of Rokan Ventures, Robert may receive a salary or guaranteed payment from Rokan Ventures. Any salary or guaranteed payment in excess of \$60,000 paid or payable to Robert by Rokan Ventures shall be paid to Rokan Partners and become an asset of Rokan Partners.

17. PAYMENT OF DEBTS BY ROBERT: Robert shall pay the following debts:

17.01 The debts described as Items A, B, C, E, F, and P on the attached PDS.

17.02 One half of the contingent liabilities including attorney fees related to the contingent liabilities.

17.03 Any other debts incurred by him.

18. PAYMENT OF DEBTS BY SONDRA: Sondra shall pay the following debts:

18.01 The debts described as Items D, Q, T, V and W on the attached PDS.

18.02 One half of the contingent liabilities including attorney fees related to the contingent liabilities.

PROPERTY SETTLEMENT AGREEMENT, P. 10

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

18.03 Any other debts incurred by her.

19. **JOINT DEBTS:** The debt described as Item U on the attached PDS shall be paid from Rokan Partners. Payments on this joint debt shall be a deemed distribution to Robert and Sondra and such deemed distributions shall not be considered a distribution for purposes of the distributions pursuant to 2.12.

20. **DONOR ADVISED FUND:** Robert shall make arrangements so that Sondra can designate \$1,000 per year from Donor Advised Fund to a qualified charity.

21. **ROBERT'S AMERICAN EXPRESS CENTURION CARD:** Sondra shall have a gold card that is associated with Robert's American Express Centurion card so long as Robert maintains his membership and Sondra shall be solely reasonable for any charges she makes.

22. **DISPOSITION OF PROPERTY:** Subject to the provisions of this Agreement, each of the parties hereto may in any way dispose of his or her property of whatever nature, real or personal; and the parties hereto, each for himself and herself, respectively, and for the respective heirs, legal representatives, executors and administrators and assigns, hereby waives any right of election which he or she may have regarding the estate of the other, or any right to take against any last will and testament of the other, and hereby renounces and releases all interest, right or claim that he or she now has or might otherwise have against the other, under or by virtue of the laws of any state or country.

23. **BINDING EFFECT:** All of the provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives and assigns.

PROPERTY SETTLEMENT AGREEMENT, P. 11

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

24. **AGREEMENT MAY BE SUBMITTED TO COURT:** The parties agree that this agreement shall not initially be submitted to the court but shall be kept private between the two parties. However, if either party believes there is a need to seek court involvement with regard to any provision, that party may submit this agreement to the court and upon request the court shall incorporate this agreement as a supplemental judgment of the court.

25. **ADDITIONAL DOCUMENTS:** The parties hereto agree to make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement.

26. **ADVICE OF COUNSEL:** The parties hereto stipulate that he or she has been represented by counsel and is familiar with the terms and conditions of this Agreement.

27. **SEPARATE PROPERTY/INCOME AFTER SIGNING OF AGREEMENT:**
The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any and all property or income acquired or earned by either party hereto shall be the separate property of the party who has acquired or earned it and the other party shall have no claim thereon. The parties agree that any income earned by either party after the date of signing this Agreement shall be the separate property of the party earning the income, and any income on separate property shall be separate property from and after the date of signing this agreement.

28. **DEBTS AFTER SIGNING OF AGREEMENT:** The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any debts incurred by either party hereto shall be the separate debt of the party incurring the debt and shall not be a community debt. The parties hereto agree not to incur any debt for which the other party may be liable, In the event Robert shall obtain refinancing of any debts for which Sondra has liability,

PROPERTY SETTLEMENT AGREEMENT, P. 12

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

Sondra shall co-operate in any manner needed to conclude such refinancing after review of the refinancing documents and terms by her attorney and/or accountant

29. MISCELLANEOUS PROVISIONS:

28.01 The parties hereto both stipulate and agree that they have read and fully understand this Agreement.

28.02 The parties hereto agree that they have entered into this Agreement without undue influence or fraud or coercion or misrepresentation or for any other like cause.

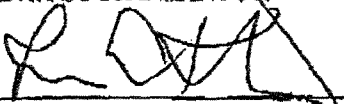
28.03 If action is instituted to enforce any of the terms of this Agreement, then the losing party agrees to pay to the prevailing party all costs and attorneys' fees incurred in that action.

28.04 Each of the parties hereto represents to the other that they have made full disclosure of all community assets and community liabilities of which they are aware.

28.05 The parties hereto stipulate and agree that the division of community assets provided for in this Agreement is fair and equitable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


SONDRA LOUISE KANTOR


ROBERT ARON KANTOR

PROPERTY SETTLEMENT AGREEMENT, P. 13

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Attachments - PDS, 2nd Amendment to Rakan Partners, and 1st Amendment to Century Trust

STATE OF Idaho)County of Blaine) ss.

On this 25th day of April, 2012, before me, the undersigned notary public in and for said State, personally appeared SONDRA LOUISE KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

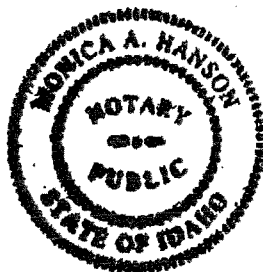
Carille K. Watson
Notary Public for John Allen Peters
Residing at Blaine County
Commission expires 05-02-2013

STATE OF IDAHO)

County of Blaine) ss.

On this 25 day of April, 2012, before me, the undersigned notary public in and for said State, personally appeared ROBERT ARON KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Monica A. Hanson
Notary Public for IDH777
Residing at Idaho ID
Commission expires 11/29/2012

PROPERTY SETTLEMENT AGREEMENT, P. 14

SWW/rft 21379-001/765176 4/20/2012 9:32 AM

Attachments ~ PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

8/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
1	REAL PROPERTY:								
2	265 Golden Eagle Dr. S., Hailey, ID 83333-5130				C				
3	Mackey Cabin				C	\$ 75,000			
4	INVESTMENT PROPERTY:								
5	Helm Station, Ketchum, ID	\$ 1,800,000	\$ 1,077,737	722,263				100% ownership - PKV	
6	US West (340 Lewis), Ketchum, ID	\$ 2,200,000	\$ 755,186	1,444,814				100% ownership - PKV	
7	The Meadows, Ketchum, ID - mobile home park (The Meadows, LLC)	\$10,822,709	\$ 5,500,000	5,322,709				RP	
8	The Meadows (Clear Creek - Development Land), Ketchum, ID	\$ 2,500,000	\$ 2,200,000	300,000				KF, LLC	
9	Broadford Road (Clear Creek), Hailey, ID	\$ 350,000	\$ 400,000	(50,000)				KF, LLC	
10	The Ketchum Depot, Ketchum, ID	\$ 1,900,000	\$ 1,212,139	687,861				RP	
11	Enterprise Business Park, Flagstaff, AZ	\$ 1,750,000	\$ 1,106,552	643,448				RP	
12	200 Partners, LLC (Staples), Wenatchee, WA	\$ 2,730,000	\$ 848,952	1,881,048				RP	
13	R & R (540 N. 2nd Ave), Ketchum, ID (R & R, LLC)	\$ 1,250,000	\$ 900,000	350,000				RP	
14	Gateway, Wenatchee, WA (Gateway Properties, LLC (WA))	\$ 350,000	\$ 250,325	99,675				RP	
15	Shucks Auto, Boise, ID	\$ 1,000,000	\$ 733,887	266,113				RP	
16	CE, LLC (1221 Airport Way, Hailey, ID)	\$ 500,000		500,000				RP	
17	ORE House, Ketchum, ID (ORE House, LLC)	\$ 1,100,000	\$ 247,194	852,806				RP	
18	HP 28, Boise, ID	\$ 3,254,000	\$ 3,254,137	(137)				RP	
19								RP	
20	Lot 7, Block 4, Hailey, ID (Lot 7, Block 4, LLC)	\$ 200,000		200,000				RP	
21	Valley Center, Bellevue, ID (Valley Center, LLC)	\$ 500,000		500,000				RP	
22	Broadway Bob, Boise, ID	\$ 1,082,483	\$ 490,346	572,137				RP	
23	Mack Center, Hailey, ID	\$ 3,000,000	\$ 3,000,000	-				RP	
24	Friedman Park, Hailey, ID	\$ 1,100,000	\$ 1,100,000	-				RP	
25	Americana, Boise, ID	\$ 7,008,824	\$ 4,289,006	2,719,818				RP	
26	311 Land, Ketchum, ID	\$ 300,000	\$ 600,000	(300,000)				RP	
27	311 Building, Ketchum, ID	\$ 1,400,000	\$ 1,050,000	350,000				RP	
28	RSK Annex, Boise, ID	\$ 1,000,000	\$ 600,000	400,000				RP	
29	Goodwill, Pocatello, ID	\$ 1,200,000	\$ 878,000	322,000				RP	
30	711 N. Main Street, Hailey, ID	\$ 4,150,000	\$ 4,150,000	-				RP	
31	St Lukes, Boise, ID	\$24,200,000	\$15,337,936	8,862,061				RP	
32	Hood River Center, Hoodriver, OR	\$13,000,000	\$ 7,500,000	5,500,000				RP	

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED: 1/25/2011

DATE OF MARRIAGE:		DATE OF DEATH:		CH'S EVALUATION AND ALLOCATION							Exh #
ITEM NO.	PROPERTY DESCRIPTION	MARKET VALUE	LIENS	EQUITY	CIS	TO HUSBAND	TO WIFE	REMARKS			
33	210 Capitol, Salem, OR	\$ 900,000	\$ 850,000	50,000				RP			
34	Boise Bend, Boise, ID	\$ 5,438,000	\$ 2,943,000	2,495,000				RP			
35	9390 Golden Trout St., Boise, ID							RP			
36	10699 W. Ustick Rd. Boise, ID 83717							RP			
37											
38	BUSINESSES:										
39	The Century Trust										
40	KF, LLC					X	X				
41	SLK, LLC							gone			
42	SLK Development, LLC (75% ownership by KF, LLC)							gone			
43	Double Diamond Partners, LLC							gone			
44	SC Ranch, LLC							gone			
45	VRP, LLC							gone			
46	Ramon Park Associates, Ltd.							RP			
47	HCC, LLC							sold			
48	Kantor Family, LLC (CO)					X	X	as divided			
49	Spring Creek Investors, LLC							gone			
50	SVR Management, LLC							gone			
51	Rokan Property Services, LLC							RP			
52	Mid Valley Water Company, LLC							RP			
53	Mid Valley Sewer Company, LLC							RP			
54	Bullion Square, LLC (ID)							RP			
55	Sage Cliff, LLC (ID)					X	X	KF, LLC 25%			
56	H. K. Marine, Inc. (100% ownership by KF, LLC)					X	X				
57	KFI, LLC - LIQUIDATED							Gone			
58	Rokan Corporation (8% interest in Rokan Partners)										
59	Rokan Partners							Sondra and Robert = 88%			
60											
61											
62	Broadway Bob, LLC							RP			
63	Highlands Station, LLC (ID)							RP			
64	ISI Homes, LLC (LLC)							RP			
65	ISI Idaho, LLC							RP			
66	KWH Partnership							RP			
67	MIP, LLC							RP			
68	Rokan Oregon, LLC							RP			
69	RVL, LLC							RP			
70											
71											
72	Vision Optical Partners, LLC							RP			

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							EXH #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
73	RV Hood River, LLC (65% ownership by Roka Partners)							RP	
74	Hood River Center, LLC (ID)							RP	
75	John Alan Partners, II, LLC							owned by Roka Ventures	
76	Roka Ventures, LLC							RP	
77	200 Partners, LLC (ID)							RP	
78	311 First Avenue Managers, LLC							RP	
79	Medical Building Investment Group, LLC							RP	
80	PK Ventures							RP	
81	Eastman Investors, L.P.					X	X		
82									
83									
84	RETIREMENT, BANK ACCOUNTS, INVESTMENTS, CASH AND LIFE INSURANCE:								
85	Zions Bank Acct #...4944 (in Robert's name only)	\$ 420		420	C			as of 9/13/11. Robert stopped depositing his Social Security checks into this account after 8/18/10	
86	US Bank Acct #...6836 (in Robert's name only)	\$ 4,755		4,755	C			as of 9/13/11 Only Robert's social security checks deposited to this account	
87	Wells Fargo Savings Acct #1634032237 (in Robert's name only)	\$ 3,275		3,275	C			as of 9/13/11	
87a	Wells Fargo Checking Acct #...1653 (in Robert's name only)								
88	Bank of America Checking Acct #...5236 (in Sondra's name only)							closed	
89	Bank of America Savings Acct #...5236 (in Sondra's name)							closed	
90	Bank of America Checking Acct #...0188 (in Sondra's name only)				C		X	as of January 2012	
91	Bank of America Savings Acct #...0188 (in Sondra's name only)							closed	
92	Bank of the West, Acct #??				C		X	as of January 2012	
93	Oppenheimer Acct #G24-1647036 (KFI LCC - Robert Kantor Trustee - PAS Cambiar)	\$			C			Closed	
94	Oppenheimer Acct #G24-1645840 (KFI LCC - Robert Kantor Trustee)				C			Closed	
95	Oppenheimer Acct #G24-1647044 (KFI LCC - Robert Kantor Trustee - PAS PIMCO COMM)	\$			C			Closed	

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
96	Oppenheimer Acct #G24-1647051 (KFI LLC - Robert A Kantor Trustee - PAS Van Eck)	\$ -		-	C			Closed	
97	Oppenheimer Acct #G24-1647069 (KFI LLC - Robert A Kantor Trustee - Star-Schafer)	\$ 229		229	C			Closed	
98	Oppenheimer Acct #G24-1647077 (KFI LCC - Robert Kantor Trustee - PAS NFJ)	\$ -		-	C			Closed	
99	Oppenheimer Acct #G24-1647093 (KFI LCC - Robert Kantor Trustee - STAR NEW PATH)	\$ -	\$ 55	(55)	C			Closed	
100	Oppenheimer Acct #G24-1647101 (KFI LCC - Robert Kantor Trustee - PAS ACORN)	\$ -		-	C			Closed	
101	Oppenheimer Acct #G24-1647119 (KFI LCC - Robert Kantor Trustee - PAS GS)	\$ -		-	C			Closed	
102	Schwab Account			-					
103	Schwab Acct #9164-9408 (in Joshua's Name)	\$ 2,936		2,936	n/a			as of 9/30/11	
104	Schwab Acct #2224-8757 (in Aron's name)	\$ 2,261		2,261	n/a			as of 9/30/11	
105	Schwab Acct #5136-7096 (in Shalom's name)	\$ 3,937		3,937	n/a			as of 9/30/11	
106	Schwab Acct #5196-5397 (in Sondra's name)			-	C		\$ 1,434	as of 9/30/11	
107	Schwab Acct #3240-1359 (in Sondra's name)			-	C		\$ 224	as of 9/30/11	
108	First Colony Term Life Insurance Policy No. 5,984,815 (death benefit \$2.5M) issued August 1, 2002 - Insured: Robert			-	C			no cash value	
109	Garworth Term Life Insurance Policy #6266031 (Century Trust Agreement dtd 8/6/02) issued August 14, 2003 (death benefit \$1.5M) - Insured: Robert			-	C			no cash value	
110	Air Miles - Delta			-	C		X		
111	American Express Centurion Acct #1M40956736 (American Express Acct #, 8-1004) Membership Rewards Points - Total: 409,236			-		X	X	as of 1/1/11, divide and transfer	
112	Wells Fargo Bank Acct #0291 (Rokan Partners)	\$ 31,577		31,577				RP	437
113	Wells Fargo Money Market Acct #8782 (Rokan Partners)	\$ 17,040		17,040				RP	440
114	Zions Bank Acct #0494 (in Robert's name)	\$ 420		420	X			as of 12/30/10	441

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PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sondra Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							EXH #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
115	Bank of the West Acct (in Sondra's name)						X		
116	Bank of America Acct (in Sondra's name)						X		
117									
118	VEHICLES:								
119	2008 Red Jeep Cherokee, VIN #...152175	\$ 21,000		21,000	C		X	info obtained from Idaho DMV Web-site	
120	2007 GMC Denali, VIN #...266594	\$ 24,000		24,000	C	X		info obtained from Idaho DMV Web-site	
121	1979 Mercedes 450, VIN #...057978	\$ 8,000		8,000	C			sell to Richard Baskin and divide proceed equally	
122									
123	HOUSEHOLD GOODS & FURNISHINGS:							Personal property appraisal by David Hutchins dated 7/6/11	299
124	Household:								
125	Bench, upholstered Navajo rug-damaged	\$ 850		850		\$ 850		Hutchins	
126	Chinese apothecary cabinet	\$ 1,800		1,800		\$ 1,800		Hutchins	
127	Apache basket round 28"x7"deep	\$ 2,800		2,800				Hutchins	
128	Pine chest, black knobs & drawer	\$ 550		550				Hutchins	
129	Oriental 4 door cabinet	\$ 950		950		\$ 950		Hutchins	
130	Wood frame chair, woven seat & back	\$ 185		185				Hutchins	
131	Wood desk with primitive top	\$ 450		450				Hutchins	
132	Native American basket, round 17 1/2" X 10" deep	\$ 650		650				Hutchins	
133	Pair of hammered brass & ceramic lamps	\$ 600		600				Hutchins	
134	Amer. Indian basket 15x14"	\$ 225		225				Hutchins	
135	Amer. Indian basket 16x12"	\$ 450		450				Hutchins	
136	Pair of geese ceramic	\$ 300		300				Hutchins	
137	Cabinet, Pine 62x18x78	\$ 1,200		1,200				Hutchins	
138	Coffee table Guest sitting area	\$ 285		285				Hutchins	
139	Pine clock	\$ 200		200		\$ 200		Hutchins	
140	Pine 5 drawer chest, wood knobs	\$ 850		850				Hutchins	
141	Armoire, pine	\$ 1,000		1,000				Hutchins	
142	Kingbed/pine bedstead Shalom's room	\$ 1,000		1,000				Hutchins	
143	Headboard Bed, Aron, Huntzinger	\$ 4,000		4,000			X	Sell	
144	Antique wood bench, mudroom (2)	\$ 850		850	X	X		Hutchins - Bob - one in his office	

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sonda Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
145	Partner's desk	\$ 8,250		8,250				Insurance list; Hutchins \$1000	
146	French Buffet	\$ 3,000		3,000				Hutchins	
147	Murano pedestal vases	\$ 250		250				Hutchins	
148	17th century clock	\$ 3,100		3,100				Hutchins	
149	Vintage wood buffet	\$ 850		850				Hutchins	
150	Steinway piano	\$ 30,000		30,000				Hutchins-Sell	
151	Jacobean chest	\$ 500		500		\$ 500		Hutchins said \$500, found one online in UK for 750 Pounds/\$1200/\$2350 Insurance list	
152	English Footbath	\$ 2,500		2,500				Insurance list-Ask Deanna Melin	
153	Huntzinger bed-master bedroom replacement value	\$ 10,000		10,000				L.A. Design Concepts, Ironies rep.	
154	Oriental bedstand table-left-	\$ 645		645		\$ 645		Hutchins	
155	Fujian Bedside table right	\$ 450		450		\$ 450		Hutchins	
156	Upright piano	\$ 450		450				sold	
157	Hawaiian pool table	\$ 2,000		2,000		\$ 2,000		Hutchins valued at \$2,000/Insurance valued at \$7,000 on 4/13/91	
158	Precor Stretch trainer	\$ 300		300	X		X	Hutchins	
159	Barbells	\$ 225		225				"	
160	Tectrix exercise bike	\$ 950		950			X	"	
161	Ab Scissor	\$ 80		80				"	
162	SST Stretch trainer	\$ 95		95				"	
163	Vectra Total Gym	\$ 3,000		3,000				"	
164	Precor walker	\$ 1,200		1,200			X	"	
165	Precor AMT Stepper	\$ 4,500		4,500		\$ 1,500		"	
166	Fishing rod collection			-	X			"	
167	Fishing flies			-	X			"	
168	Gun collection			-	X			"	
169	Watches if real	\$ 1,500		1,500	X			"	
170				-					
171	Furniture:			-					
172	Blue Sofa and Chair (Movie Room)			-	X				
173	Green Sofa (Upstairs Sitting Room)			-			X		
174	Living Room Suede Love Seat and Chairs			-					
175	Living Room Sofas			-					
176	Breakfast table and chairs			-					
177	Bar stools (6)			-			X		
178	Dining Room Table and Chairs			-					

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
179	Library Chairs and Ottoman			-		\$ 500			
180	Oval Desk B of A	\$ 1,000		1,000		\$ 1,000		Hutchins	
181	Lamp in Shalom's room			-			X		
182	Sofa in Guest Sitting room			-					
183	Small desk/table in Upstre Sitting			-					
184	Antique wing chair	\$ 6,750		6,750				Bob's office, insurance list	
185	Massage Chairs (2)	\$ 500		500		\$ 500			
186	Outdoor furniture			-	X		X	To be shared	
187	Desktop Computer in bob's Office			-	X				
188	Laptop computer in Kitchen (including music and family photos)						X		
	Art:			-					
189	Bronze "Go for Broke", library	\$ 2,500		2,500				Aron's	
190	Hat collection-5	\$ 1,500		1,500		\$ 1,500	\$ 1,500		
191	Peter Beard book	\$ 3,800		3,800			\$ 3,800		
192				-					
193	Trinh Nguyen Panels	\$ 15,000		15,000					
194	Inez Storer pieces	\$ 6,300		6,300			\$ 6,300		
195	Christiansen oil	\$ 8,000		8,000			\$ 8,000		
198	Fighting Lion	\$ 10,000		10,000		\$ 10,000		recently purchased for \$10,000.00	
197	Margeux Walter "Paperweight"	\$ 3,500		3,500			\$ 3,500		
198	Big Slot-Gonzales			-	X				
199	Cut Loose-Dan Snyder			-				Louise	
200	Crayons-Nathan Kane			-				Shalom	
201	Chewed Ruler-Steinberg			-	X			Louise	
202	Portrait of Navajo Code Talker, Gorman bronze			-	X			Louise	
203	Ceramic and Paper Fans, Luce			-			X		
204	Giraffe by Dentzel c. 1890	\$ 15,500		15,500		\$ 15,500		insurance list: TBA	
205	Robert Henri	\$ 1,500		1,500		\$ 1,500		insurance list: TBA-Louise	
208	Charcoal-H.C. Davies			-					
207	Hamburger in Paradise-Schindler	\$ 10,000		10,000	S	X			
208	Sitting Indian Woman, Gorman			-				TBA-Louise	
209	Silver Creek by Hugh Mossman			-	X				
210	Turbaned Woman, Oliveira	\$ 18,000					\$ 15,000		
210a	Red Encaustic, purchased from Gail Severn						X		
211	H.C. Davies "Hans Hoffman"			-	X				
212	"Close Together" by Karal Appel			-	X				
213	Ruth Litoff Photo Collages			-			X	See Insurance List	
214	"Gran Pache" Gonzales			-			X	TBA Louise	
215	Three Collages-Weber			-			X	TBA-Louise/Suzanne	

PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sonda Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
216	Appel Sculpture Fish			-					
217	Appel Painting "Animal"			-				To Josh	
218	"Mother" Gorman			-				To Shalom	
219	H.C. Davies "At the Opera"			-		X			
220	H.C. Davies "Rainy Day"			-		X	X		
221	"Oven Day" Gonzales			-		X		TBA-Louise	
222	Moonlight Table, Steinberg			-		X		TBA-Louise	
223	Got Ya Covered, Pernie	\$ 750		750		\$ 750		Insurance List	
224	Large Photo "Film" collage, Litoff			-		X		TBA-Louise	
225	Various Prints as per Hutchins Appraisal			-		X			
226	Under The Bed, Gahan Wilson	\$ 2,500		2,500				Insurance List; TBA-Suzy FIND	
227	In the Mirror, Tooker	\$ 4,500		4,500				Insurance list; TBA-Suzy FIND	
228	Animation Cells by Ron Searle, from Dick Deadeye	\$ 2,000		2,000		\$ 2,000		Hutchins	
229	Fellus "Study 11"	\$ 650		650			\$ 650	Insurance List	
230	Dai Chang Portfolio-Lihos-	\$ 1,200		1,200				per Suzy Locke - Sell	
231	Picasso Etching			-		X			
232	Various Etchings			-		X			
233	African, American Indian, Latin American art Collection			-		X	X	Find Appraiser-Insurance List shows \$12535 total; Hutchins shows 1 basket as \$2800	
234	Carousel Horse, Green & Gold	\$ 7,000		7,000				Insurance List	
235	Carousel Horse, White/Lavender	\$ 7,000		7,000				Insurance List	
236	Appel Partners			-			X		
237	Robert's Art (Prices based on Robert's estimated values for 2004 Idaho Triennial):			-		\$ 50,000		Includes value of item Nos. 238, 239, 241, 242, 245	
238	Camp Hope			-		X			
239	White Hope			-		X			
240	White Flower			-		X			
241	12 Hearts			-		X			
242	Thulles			-		X			
243	"L"			-					
244				-		X			
245	Consignment From I.Wolk:			-					
246	Balance in Black and White			-					
247				-					
248	Art in and around Kantor Home:			-					
249	Creation			-		X			
250	Flower (at Mary's)			-			X		
251	Louise's Breakfast			-		X			

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
252	Double Hearts Table			-	X				
253	Heart on Kitchen glass bar			-	X				
254	Living Room Mobile			-	X				
255	Elle			-			X		
256	Carpets:			-					
257	Hertz Library	\$ 29,000		29,000				Insurance List	
258	Entryway-Persian wool-Malayer/Serouk Wool 8'6" x 12'6" Large blue and old rose rosette, rose field	\$ 5,000		5,000		\$ 5,000		Insurance List	
259	Media Room-Large newer rug			-				TBA Terry Reid/Nancy Norris	
260	Great room-Tibetan refugees-			-				TBA Terry Reid/Nancy Norris	
261	Dining Room Rug			-				TBA Terry Reid/Nancy Norris	
262	Persian Silk Rug	\$ 1,000		1,000				Insurance List	
263	Belpuchistan Wool rug, blue & brown	\$ 475		475				Insurance List	
264	Turkoman wool 3'7" x 4', old rose w/ blue lozenge	\$ 800		800				Insurance List	
265	Persian wool 4'10" x 7'7" Deep blue Field	\$ 2,500		2,500				Insurance list	
266	Persian Wool 5' x 7'3" Bijar Deep blue rectangular field with red small florates repetitive	\$ 2,250		2,250				Insurance List; Library under desk?	
267	Angolian Wool Mat 2' x 3'6" red serrated border w/ 3 orange geometrics	\$ 265		265				Insurance List	
268	Persian Kilim rug- 4'6" x 6'4" Rose & gold field w/ blue & ivory floriate	\$ 1,800		1,800				Insurance List	
269	Caucasian wool rug 3'7" x 6'2" deep blue field w/ vivid medallions	\$ 1,500		1,500				Insurance List	
270	Persian wool rug 4'4" x 8'2" Sky blue cartouche w/ ornate old rose and ivory medallion	\$ 950		950				Insurance List	
271	Hertz Rug Roumanar 7'3" x 18'2"	\$ 7,500		7,500				Insurance List-in storeroom, FIND	
272	Stark Carpet			-				Insurance List-in storeroom, FIND	
273	Outdoor Furniture:			-	X	X			
287				-					
288	Other			-					
289	Jewelry in Sondra's possession	\$ 75,000		75,000	S		X	gifts	
290				-					
294	Exclusive Resorts			-	X	X			
295				-					

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
296									
297									
	Liabilities								
A	Wells Fargo Acct #...0590 (in Robert's name only)	\$ 38,581		(38,581)		\$ (38,581)		as of 10/10/11	
B	B of A Amex #8346/1832 (Sondra's)	\$ 40,000		(40,000)		\$ (40,000)			
C	B of A Visa #9719 (Sondra's)	\$ 18,000		(18,000)		\$ (18,000)			
D	Delta Amex #3006	\$ 4,000		(4,000)			X		
E	American Express Acct #...3-82002 (In Bob's name)	\$ 3,048		(3,048)	X			as of 10/10/11	
F	American Express Centurion Card (in Bob's name) Acct #. 6-81004	\$ 6,172		(6,172)	X			as of 9/19/11 Used to pay Sondra's attorney fees	
K	Situs Loan 3024A	\$ 2,104,886		(2,104,886)				entire	
L	Situs 3156A	\$ 390,000		(390,000)				personal	
O	B of A Equity Line	\$ 1,000,000		(1,000,000)				2nd on home	
P	Attorneys Fees - Scot Ludwig			-	X				
Q	Stevens Pierce & Associates	\$ 7,500		(7,500)			X	expert fees	
T	Steve Savem			-			X	expert fees	
U	US Bank	\$ 25,000		(25,000)					
V	Doctor - SF - Sondra	\$ 1,000		(1,000)			X		
W	Remaining fees owed to Cosho-Humphrey			-			X		
X									
	TOTAL ASSETS	96,436,396	64,912,641	31,523,755		76,564	40,408		
	DIFFERENCE							(35,156)	
	AMOUNT TO EQUALIZE					(17,578)	17,578		
	EQUALIZED COM. PROPERTY		Proof \$ 115,972			\$ 57,986	\$ 57,986		

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Real Estate Purchase And Sale Agreement



1. Purchase Price \$ 2,400,000.00 Two Million Four Hundred Thousand Dollars

2. Buyer: Mitchell Jay and Gwynn E. August, husband and wife
 Seller: Kador
 Property Address: 288 Golden Eagle Drive
 Legal Description: Golden Eagle Ranch AM Lot 34A
 City: Halley County: Blaine State: Idaho ZIP: 83633

3. Buyer hereby offers to purchase the above described Property on the following terms and conditions:
 Terms: The purchase price is payable as follows:
 \$2,400,000.00 Cash, cashier's check, loan proceeds, or certified funds at closing, including Earnest Money
 \$ Seller Financing - See Financing Contingency "Other Financing Terms"
 \$ Other - See Financing Contingency "Other Financing Terms"
 \$2,400,000.00 Total Purchase Price - Not including closing costs

4. Earnest Money \$50,000.00 Fifty Thousand Dollars
 Evidenced By: To be Held By: Other Remarks:
☐ Personal Check ☐ Listing Broker EM to be wired to Coldwell Banker Trust Account
☐ Cashier's Check ☒ Selling Broker within 3 business days after mutual acceptance.
☐ Promissory Note ☐ Title Company

Earnest Money to be deposited in a trust account upon written acceptance of this Agreement by all parties.

5. Offer Expires On: Date: 09/24/2012 Time: 5:00 p.m.

6. Closing Date: On or before thirty (30) days from mutual acceptance.
 Possession Date: ☒ On closing date OR ☐ Other:

7. Responsible Closing Broker/Office: Todd Conklin/Coldwell Banker
 Responsible Closing Agency/Title Co: Sun Valley/Title Company

8. New Construction or Recent Improvements: Yes ☐ No ☒
 If "YES", see Standard Terms, paragraph 8, of this Agreement.

9. Inspection Contingency: Yes ☒ No ☐
 1) This offer is contingent upon Buyer's acceptance of the condition of the Property, subject to paragraph 7, below. If Buyer does not object to the condition of the Property in writing on or before 7 business days after mutual acceptance ("inspection contingency period"), pursuant to paragraph 8, below, this inspection contingency shall be deemed released.
 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the Property.
 3) Square footage verification: Buyer is aware that any reference to the square footage of the Property or its improvements has not been verified. Alternative methods of measurement and calculation may vary significantly. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right acquired with real estate described in this Agreement. Buyer must verify same during the inspection period.
 5) Buyer to select own professionals with appropriate qualifications to conduct all inspections and verifications.
 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections.

10. Inspection Contingency - Continued
 Document # 0648482212 Buyer's Initials MJA Date 9/25/12 Seller's Initials KA Date 9/25/12
 Date of Document: 08/28/2012 Buyer's Initials MJA Date 9/25/12 Seller's Initials SK Date 9/26/12
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Inspection Contingency - Continued

- 7) THIS INSPECTION-CONTINGENCY MAY NOT BE USED BY BUYER TO OBJECT TO ANY MATTER OTHER THAN A MATERIAL CONDITION OR DEFECT UNKNOWN TO BUYER AT THE TIME THIS AGREEMENT WAS SIGNED.
- 8) If Buyer objects to the condition of the Property, Buyer shall, prior to the expiration of the Inspection Contingency period, give one of the following written notices to Seller:
- A. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and declaring this Agreement null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section); or
- B. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and Buyer's desired remedy shall be set forth on a Contingency Release form, in which case this Agreement shall remain in effect, subject to sub-paragraph C, below.
- C. Upon receipt of notice under paragraph B, above, Seller shall have 3 business days to give Buyer written notice (by signing the Buyer's Contingency Release form) that Seller will correct such condition(s) and/or defect(s) prior to closing. If Seller does not sign the Buyer's Contingency Release form, Buyer may, within 3 business days following Seller's notice period, above, release the contingency in writing, or this Agreement shall be null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section). Buyer's closing of the transaction shall constitute acceptance of the condition of the Property, unless otherwise stated in writing signed by both parties.
- 9) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 82564-CN must be signed on or before execution of this agreement.

10. Lead-Based Paint Disclosure / Contingency The subject Property is "Target Housing" (built prior to 1978) regarding lead-based paint and/or lead-based hazards, regardless of the source of the lead: Yes ☐ No ☒. If "YES", Buyer has been provided with Seller's completed and signed "Disclosure of Information and Acknowledgement: Lead-Based Paint and / or Lead-Based Paint Hazards" ("Disclosure") and a copy of the pamphlet "Protect Your Family From Lead in Your Home" ("Pamphlet"), and one of the following boxes must be checked:
- ☐ Buyer shall have the unconditional right to cancel this Agreement and shall be allowed ten (10) days to conduct an inspection for lead-based paint hazards. Should Buyer elect to conduct a lead-based paint inspection, a "Lead-Based Paint Inspection Contingency Addendum" shall be attached hereto; OR
- ☐ Buyer hereby acknowledges receipt of the Disclosure and Pamphlet and hereby waives the right to conduct a lead-based paint inspection.

11. Financing Contingency Yes ☐ No ☒

This offer is contingent upon Buyer securing the following financing:

Assume Existing Loan: ☐

New Loan: ☐

Amount \$/Percent %

Years:

Type of Loan:

Maximum % Rate:

Maximum Points:

Conv. ☐

FHA ☐

Fixed Rate ☐

Institutional Lender ☐

VA ☐

Adj. Rate ☐

Private Lender ☐

Other Financing Terms:

Buyer agrees to make a best effort to obtain such financing and to make written application to the lender within _____ business days after acceptance of this Agreement by both parties.

☐ Property must appraise at no less than the purchase price.

☐ Preliminary Approval: Buyer shall, on or before _____

provide Seller with a letter from Buyer's lender evidencing preliminary approval of Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

If Buyer has not released this contingency in writing on or before _____

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

Document # DSHMA2212

Buyer's Initials

Date

Seller's Initials

Date

Date of Document 09/22/2012

Buyer's Initials

Date

Seller's Initials

Date

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12. Sale of Buyer's Property Contingency

Yes ☐ No ☒

This offer is contingent on the closing of a sale of Buyer's property located at:

Listed with:

Listing Agent:

Phone:

If Buyer has not released this contingency in writing on or before

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

13. Seller's Right to Accelerate Buyer's Contingency Release

Yes ☐ No ☒

Should Seller receive another acceptable offer to purchase, prior to Buyer's contingencies being released, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not release all contingencies in writing within ___ business days after the receipt of such notice then this Agreement shall terminate and the Earnest Money shall be returned to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). In the event the Buyer does release the contingencies, the Buyer shall proceed to purchase the Property under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable.

14. Other Contingencies

Yes ☒ No ☐ See Addendum(s) ☐

1) Buyer expects to make modifications to the property. During the Contingency Period, Buyer shall employ contractor(s) and architect to determine the feasibility of the contemplated modifications. This agreement is contingent upon the Buyer's acceptance of the viability and cost of modifications.

If Buyer has not released this / these contingency(ies) in writing on or before
7 business days after mutual acceptance

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

15. Additional Terms

Yes ☒ No ☐ See Addendum(s) ☐

1. Property to be professionally cleaned including carpets and windows prior to close of escrow.
2. All electrical, heating and plumbing to be in good working order at close of escrow.

Document # DSMCAS2212
Date of Document: 09/22/2012

Buyer's Initials: ML Date: 9/22/12
Buyer's Initials: SK Date: 9/22/12

Seller's Initials: L Date: 9/24
Seller's Initials: SK Date: 9/26/12

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16. Included Items (In addition to Standard Terms, paragraph 4) Excluded Items

All kitchen appliances, washer and dryer.

Seller's personal property.

17. Offer To Be Paid By	Approved	Standard Title Ins.	Closing Escrow Fee	Assess ments	Well insp.	Septic insp.	Septic Pumping	Other
Buyer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Share Equally	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
See Addl. Terms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. Broker working with Seller

Broker's Name: John Soto

Listing Agent: John Soto

Brokerage: JAP

Mailing Address:

City, State, Zip:

Office Phone: 208 723411

Fax:

E-Mail:

Broker working with Buyer

Broker's Name: Todd Conklin

Selling Agent: Deborah Stevens

Brokerage: Coldwell Banker Distinctive Prop

Mailing Address:

City, State, Zip:

Office Phone: 208 822 3400

Fax:

E-Mail:

19. REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

20. Standard Terms. All parties are advised to carefully review the following:

- 1) Withdrawal of Offer/Counteroffer - By delivery of a written notice of withdrawal to the office of the broker working with the Seller or Offeror (whether Buyer or Seller), (A) Buyer can withdraw this offer at any time prior to Buyer's receipt of Seller's written acceptance of this Agreement, and (B) an Offeror (whether Buyer or Seller) may withdraw his Counteroffer at any time prior to Offeror's receipt of Offeror's written acceptance of such Counteroffer.
 2) Closing Date - On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing Date.

Document # D3NE3A2212

Buyer's Initials

Date

Seller's Initials

Date

Date of Document: 09/26/2012

Buyer's Initials

Date

Seller's Initials

Date

Page 4 of 7

Version 02-01-2011

Real Estate Purchase and Sale Agreement, 2011 Form 1011, I.A. Valley Real Estate

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PAGE 01113

Standard Terms - Continued

- 3) **Closing Costs** - Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.
- 4) **Included Items** - If present at time of offer, all items attached, including but not limited to, floor coverings, attached television antennas, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), kitchen(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, venting, cooling and heating systems, built-in and drop-in ranges (but excluding all other ranges), any alarm (burglar, fire, etc.), fences and gates, fuel tanks, irrigation fixtures and equipment, any and all water and water rights, and all devices and other rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.
- 5) **Seller's Property Disclosure** - If required by Title 58, Chapter 26 Idaho Code, Seller shall within ten (10) calendar days after the execution of this Agreement provide to the Buyer a "Seller's Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to waive or not waive the right to rescind the offer based upon information contained in the report, a copy of which shall be delivered upon execution to Seller.
- 6) **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 6, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser. If applicable, Buyer should obtain such completed forms from the General Contractor. Such disclosures are the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-626 et seq. regarding the General Contractor Disclosure Statement.
- 7) **Escrowing Loans** - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
- 8) **Deliveries** - "Business Day" shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 67-3302. "Notice" shall mean a written document specifying the necessary information. "Delivery" shall mean transmittal of information by mail, facsimile transmission, courier, hand delivery, or e-mail, to the addressee stated herein. "Receipt" shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. "Written Acceptance" shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. "Signed" shall mean a document containing the original, facsimile, photocopied or scanned signature of a party, any of which shall be binding on the signatory.
- 9) **Counterparts / Facsimile Transmission / E-mail** - This Agreement may be executed in one or more counterparts, each to be deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile or email transmitted signatures by signing an original document.
- 10) **Standard Title Insurance** - The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the property showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said property. Buyer shall have either five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever first occurs, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.
- 11) **Extended and Other Coverage Title Policies** - A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against property for payment of some debt or obligation), boundary changes, claims of easement, and other matters of dispute if they are not of public record at the time of closing. However, under Idaho law such potential claims against the property may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for an extended coverage title policy, there may be other costs involved, i.e., survey or additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage and other advantages that may be appropriate. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

Standard Terms - Continued

Document# 08723012	Buyer's Initials <u>ALL</u>	Date <u>9/26/12</u>	Seller's Initials <u>SR</u>	Date <u>9/26/12</u>
Date of Document: 09/26/2012	Buyer's Initials <u>ALL</u>	Date <u>9/26/12</u>	Seller's Initials <u>SR</u>	Date <u>9/26/12</u>

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JURY HALL PARKING

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Standard Terms - Continued

- 12) **Title Conveyance** - Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this Agreement.
- 13) **Default by Buyer** - If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money any unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.
- 14) **Default by Seller** - It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 8) C of the Inspection-Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall refund the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of this insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transaction, as set forth in this Agreement.
- 15) **Interpleader** - If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money shall file an interpleader action in a court of competent jurisdiction, and shall recover its attorney fees and costs thereon, as provided by Idaho Code Section 5-321.
- 16) **Attorney's Fees** - If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.
- 17) **Risk of Loss** - Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the Property be materially damaged by fire or other cause prior to the closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
- 18) **Entire Agreement** - This Agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreement, representations, or warranties including, without limitation, any warranty of habitability, not expressly set forth herein shall be binding on either party.
- 19) **Time is of the Essence in this Agreement.**
- 20) **Agent Representations** - The Agents representing the Buyer and Seller in this transaction relay information to Buyer and Seller that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, avalanche zone, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

Standard Terms - Continued

Document # 03M3892212

Buyer's Initials

Date

Seller's Initials

Date

Date of Document 08/22/2012

Buyer's Initials

Date

Seller's Initials

Date

Page 6 of 7

Real Estate Purchase and Sale Agreement Form 03011 One-Way Sale of Real Estate

Version 10/1/2011

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Standard Terms - Continued

- 21) **FIRPTA - Tax Withholding at Closing** - The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at closing, Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification shall survive closing of the transaction.
- 22) **AUTHORITY OF SIGNATORY**: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

In the event this form is received by electronic transmission and / or email, the parties hereby acknowledge that they have not changed or altered the content of this form template.

21. **Buyer(s) Acceptance** Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement. ☐ Addendum(s) attached

Buyer's Signature

Michael Jay August 9/10/12
Signature Date

Printed Name: Michael Jay August
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone: Fax:
Business Phone: Fax:
E-Mail:

Buyer's Signature

Gwynn E. August 9/10/12
Signature Date

Printed Name: Gwynn E. August
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone: Fax:
Business Phone: Fax:
E-Mail:

22. **Seller(s) Acceptance** On the specified date, Seller acknowledges having read this Agreement in its entirety, including the Standard Terms, and Seller hereby approves and accepts the offer to purchase set forth in the above Agreement.

☐ "AS-IS" ☒ Subject to attached Counteroffer

Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

Seller's Signature

Kentlar 9/24/12
Signature Date

Printed Name: Kentlar
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone: Fax:
Business Phone: Fax:
E-Mail:

Seller's Signature

Ardena H. Parker 9/26/12
Signature Date

Printed Name:
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone: Fax:
Business Phone: Fax:
E-Mail:

Document ID: 0586698212

Date of Document: 09/22/2012

Page 7 of 7

Real Estate Contract is subject to the provisions of the Real Estate Law of the State of Florida.

Version: 1.0 (09/2011)

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of September, 2012, by and between Sondra Kantor, hereinafter referred to as "Sondra," and Robert Kantor, hereinafter referred to as "Robert."

RECITALS: This Agreement is made with reference to the following facts:

- a. The parties were formerly husband and wife.
- b. The parties jointly own property and have a settlement agreement resolving property issues.

For the reasons recited herein and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **GOLDEN EAGLE PROPERTY:** Sondra shall immediately sign all documents necessary now for the sale of the real property at 265 Golden Eagle and all necessary documents for the closing of the sale of said property.

2. **MERCEDES:** The Mercedes that was to be sold shall be allocated to Robert at a value of \$8,000.

3. **AIR MILES:** Robert has already transferred 200,000 miles from the AMEX Centurion to Sondra. Sondra shall receive an additional 250,000 points of the Wells Fargo account in Robert's name. As, if, and when Sondra desires to use these points, Robert shall join in a phone call with Sondra to Wells Fargo to facilitate Sondra's use of these points up to 250,000 points. This resolves all issues with regard to the division of miles/points in the agreement of the parties.

4. **ATTORNEY FEES:** Robert shall cause Roka Partners to pay the cost of Sondra's attorney for the preparation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Sondra Louise Kantor 9/26/12
SONDRA LOUISE KANTOR 10:45 AM HST

ROBERT ARON KANTOR

STATE OF _____)
) ss.
County of _____)

On this ____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared SONDRA LOUISE KANTOR known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared ROBERT ARON KANTOR known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____



Rokan Property Services
540 2nd Ave. N. Ste. 101
P.O. Box 1271
Ketchum, ID 83340
Office 208.726.1780 / Fax 208.726.0454

Kantor

Facsimile transmittal			
To:	Stan Welch	Fax:	338 3290
From:		Date:	
Re:		Pages:	
Cc:			
<input checked="" type="checkbox"/> Urgent	<input type="checkbox"/> For review	<input type="checkbox"/> Please	<input type="checkbox"/> Please reply <input type="checkbox"/> Please recycle

AGREEMENT

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RECITALS: This Agreement is made with reference to the following facts:

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3. AIR MILES: Robert has already transferred 200,000 miles from the AMEX Centurion to Sondra. Sondra shall receive an additional 250,000 points of the Wells Fargo account in Robert's name. As, if, and when Sondra desires to use these points, Robert shall join in a phone call with Sondra to Wells Fargo to facilitate Sondra's use of these points up to 250,000 points. This resolves all issues with regard to the division of miles/points in the agreement of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SONDRA LOUISE KANTOR

ROBERT ARON KANTOR

STATE OF _____)
)ss.
County of _____)

On this ____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared SONDRA LOUISE KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF Idaho)
)ss.
County of Baile)

On this ____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared ROBERT ARON KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



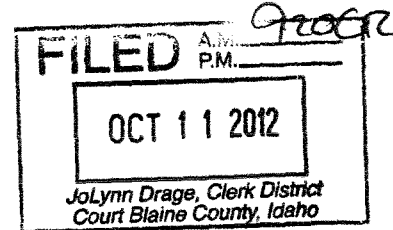
AGREEMENT 2 of 2
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Monica A. Hanson
Notary Public for Idaho
Residing at Boise ID
Commission expires 11/29/2012

SCOT M. LUDWIG
 DANIEL A. MILLER
 LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
 Attorneys at Law
 209 West Main Street
 Boise, ID 83702
 Telephone: 208-387-0400
 Facsimile: 208-387-1999

ISB 3506
 ISB 3571

Attorneys for Plaintiff



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,

Plaintiff,

vs.

SONDRA LOUISE KANTOR,

Defendant.

CASE NO. CV12-734

MOTION FOR TEMPORARY
 RESTRAINING ORDER

COMES NOW the Plaintiff, ROBERT ARON KANTOR, by and through his attorney, Daniel A. Miller of Ludwig Shoufler Miller Johnson, LLP, and hereby moves this Court for a Temporary Restraining Order, pursuant to Rule 65 of the Idaho Rules of Civil Procedure, on the grounds and for the reasons set forth in the verified Complaint and Robert Aron Kantor's Affidavit

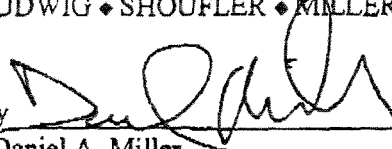
MOTION FOR TEMPORARY RESTRAINING ORDER - 1

filed contemporaneously herewith.

DATED this 10 day of October, 2012.

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

By


Daniel A. Miller,
Attorneys for Plaintiff

MOTION FOR TEMPORARY RESTRAINING ORDER - 2

SCOT M. LUDWIG
 DANIEL A. MILLER
 LUDWIG ♦ SHOUFLEER ♦ MILLER ♦ JOHNSON, LLP
 Attorneys at Law
 209 West Main Street
 Boise, ID 83702
 Telephone: 208-387-0400
 Facsimile: 208-387-1999
 ISB 3506
 ISB 3571

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,)	
)	
Plaintiff,	)	CASE NO.
)	
vs.	)	ATTORNEY CERTIFICATION
	)	PURSUANT TO IDAHO RULE
SONDRA LOUISE KANTOR,	)	OF CIVIL PROCEDURE 65(b)
)	
Defendant.)	
)	

STATE OF IDAHO)
) ss
 County of Ada)

DANIEL A. MILLER, attorney, being first duly sworn upon oat, deposes and says:

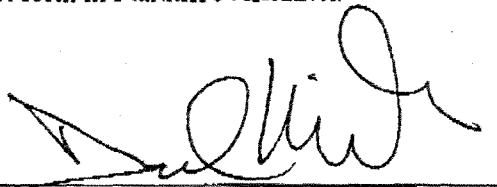
1. I am one of the attorneys of record for Plaintiff, ROBERT ARON KANTOR.

ATTORNEY CERTIFICATION PURSUANT TO IDAHO RULE
 OF CIVIL PROCEDURE 65(b) - 1

2. On October 10, 2012, I called Defendant's counsel in the divorce proceeding, Stanley Welsh. I informed Mr. Welsh that Mr. Kantor was seeking a Temporary Restraining Order regarding his client's refusal to abide by the agreement that Mr. Welsh drafted. I told Mr. Welsh that Mr. Kantor was seeking specific performance of the contract by requesting a court order granting him the authority to sign the documents on behalf of Mr. Welsh's client so the real property sale could move forward and eventually close. Mr. Welsh was going to attempt to contact his client and get back to me.

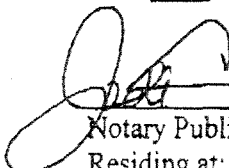
3. The reason for an Ex Parte Order is set forth in Plaintiff's Affidavit.

DATED This 10 day of October, 2012.


DANIEL A. MILLER

SUBSCRIBED AND SWORN TO before me this 10 day of October, 2012.




Notary Public for Idaho
Residing at: Ada County
Comm. Expires: 12/22/2017

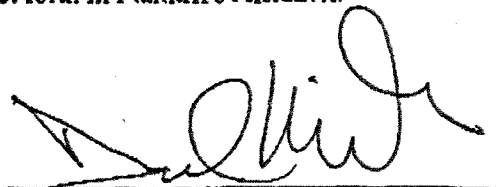
ATTORNEY CERTIFICATION PURSUANT TO IDAHO RULE
OF CIVIL PROCEDURE 65(b) - 2

FILED A.M. _____
P.M. 12:21
OCT 11 2012
JoLynn Wade, Clerk District
Court Blaine County, Idaho

2. On October 10, 2012, I called Defendant's counsel in the divorce proceeding, Stanley Welsh. I informed Mr. Welsh that Mr. Kantor was seeking a Temporary Restraining Order regarding his client's refusal to abide by the agreement that Mr. Welsh drafted. I told Mr. Welsh that Mr. Kantor was seeking specific performance of the contract by requesting a court order granting him the authority to sign the documents on behalf of Mr. Welsh's client so the real property sale could move forward and eventually close. Mr. Welsh was going to attempt to contact his client and get back to me.

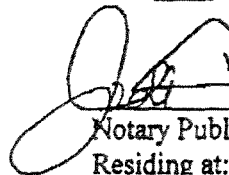
3. The reason for an Ex Parte Order is set forth in Plaintiff's Affidavit.

DATED This 10 day of October, 2012.


DANIEL A. MILLER

SUBSCRIBED AND SWORN TO before me this 10 day of October, 2012.




Notary Public for Idaho
Residing at: Ada County
Comm. Expires: 10/22/2017

ATTORNEY CERTIFICATION PURSUANT TO IDAHO RULE
OF CIVIL PROCEDURE 65(b) - 2

FILED A.M. 12:21
P.M. 12:21
OCT 11 2012
JoLynn Drage, Clerk District
Court Blaine County, Idaho

2. In approximately the year 2000, while I was married to Defendant, we built a house at 265 Golden Eagle Drive, Hailey, Blaine County, State of Idaho. The home has a first mortgage in the approximate amount of \$3,450,000.00 and a second mortgage with an unpaid balance of approximately \$1,150,000.00 including unpaid interest. Both mortgages are with Bank of America and both are presently in default. Defendant and I both appear on the deed to the property and we are both personally liable for the debt secured by 265 Golden Eagle Drive. The current value of this home is approximately \$2,500,000.00. The house has been on the market for two (2) years and recently was put under contract for \$2,400,000.00.

3. Defendant and I were divorced pursuant to a Judgment entered in Blaine County, State of Idaho, case number 2011-0000525, on April 30, 2012. Prior to the entry of the Judgment Defendant and I had entered into a Property Settlement Agreement resolving the division of our property and debt. I have attached a copy of the April 20, 2012, Judgment as Exhibit A to this affidavit. I have attached a copy of our Property Settlement Agreement as Exhibit B to this affidavit.

4. Paragraph 5 of our Property Settlement Agreement required us to sell 265 Golden Eagle Drive as "soon as reasonably possible." Paragraph 25 of the Property Settlement Agreement requires the parties to "make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement."

5. For the past year, I have worked diligently with Bank of America to cooperatively short sell the home. Until September of 2012, the home was in foreclosure. Due to my efforts, the foreclosure has been withdrawn. I am working with an agency of Bank of America known as "Dignified Transitions Solutions". Pursuant to an agreement with Dignified Transitions Solutions,

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 2

I am able to sell the home for \$2,400,000.00 and Defendant and I will be relieved of any deficiency liability on the first and second mortgages with Bank of America.

6. The current buyers are under contract that now only requires the Bank to finally approve of the terms. Defendant, Sondra Kantor, agreed to the sale and signed the Purchase and Sale Agreement as did I. The Real Estate Purchase And Sale Agreement is attached to this affidavit as Exhibit C. The contract with the buyers has a finite term and needed to have a signed extension by Friday, October 5, 2012 to remain technically active. I signed the extension and Sondra has refused to sign the extension and is making demands on me to pay her \$10,000.00 which she alleges is owed under our Property Settlement Agreement, as a condition of her signing.

7. This is the second time Defendant has tried to extort something for doing what is in her best interest, which she is already responsible for doing. Defendant made a similar demand for items that were addressed in the Property Settlement Agreement totaling \$8,500.00. She subsequently signed an Agreement prepared by her divorce counsel, Stanley W. Welsh, settling those demands. In paragraph 1 of the Agreement Defendant agreed to immediately sign all documents necessary now for the sale of 265 Golden Eagle Drive, and sign all future documents necessary to close the cooperative short sale. That Agreement is attached to my affidavit as Exhibit D. Sondra's refusal to now sign a simple contract extension in violation of our Agreement has caused the contract with the buyers of the house to expire and put the transaction in jeopardy - and is putting the entire possibility of selling the home through a short sale in jeopardy as well.

8. The consequences of this sale being cancelled would be the loss of almost \$2,000,000.00 due to liability which would be owed to the Bank of America as deficiency liability

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 3

on the combined mortgages. Additionally, Defendant's refusal to sign the extension could cause an additional tax liability of approximately \$400,000.00 on the relief of the indebtedness to Bank of America, which is currently exempt from tax under the "Debt Relief Act" due to expire at the end of this year.

9. I have been told by Bank of America that if the sale of the Golden Eagle Drive home does not occur by the end of November, 2012, it will no longer be a candidate for a cooperative short sale and will revert to a foreclosure with an immediate result of having liability on full amount of both the first and second mortgages.

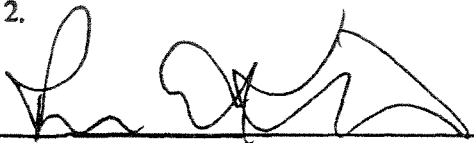
10. Defendant does not have, to the best of my knowledge, sufficient assets to pay for either the damage being caused to me by her refusal to cooperate and sign the necessary documents, or to pay her share of the deficiency liability that may be caused by her actions. Further, Defendant's actions are unreasonable and outrageous in that she is willing to wipe out her family's ability to escape over \$2,500,000.00 of predictable liability which could be avoided by signing the required sale documents as she has legally agreed to do. Finally, Defendant may be creating a reputation in our small community regarding the sale that there is no point in anyone trying to purchase the 265 Golden Eagle Drive residence because Defendant will not sign the documents necessary to close on the home.

11. I am requesting emergency affirmative relief from the Court in the form of an order from the Court granting Plaintiff the authority to sign on Defendant's behalf all documents necessary to extend the contract and close on the sale of 265 Golden Eagle Drive, or in the alternative an order from the Court requiring Defendant to immediately sign all documents necessary to extend the

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 4

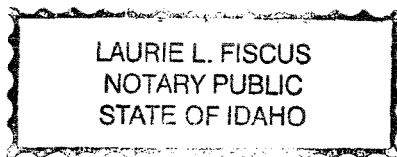
contract referenced above and to sign all documents, upon presentment, necessary to close the sale
of 265 Golden Eagle Drive.

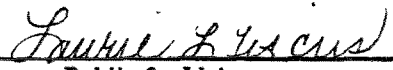
DATED This 11 day of October, 2012.



ROBERT ARON KANTOR

SUBSCRIBED AND SWORN TO before me this 11 day of October, 2012.



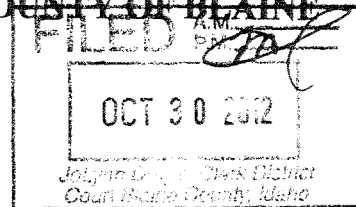


Notary Public for Idaho
Residing at: Blaine Co Idaho
Comm. Expires: 08/01/2018

AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER - 5

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR, Plaintiff,



AFFIDAVIT OF SERVICE

VS.

Case No. CV-2012-734

SONDRA LOUISE KANTOR, Defendant,

COUNTY OF BLAINE)
:SS
STATE OF IDAHO)

COMES NOW, RJ Scheu, being first duly sworn upon oath, and hereby deposes and says: That I am over the age of eighteen (18) years, and not a party to the action or related to any of the parties in the above entitled action. I received a true copy of the **SUMMONS; COMPLAINT; MOTION FOR TEMPORARY RESTRAINING ORDER; AFFIDAVIT OF ROBERT ARON KANTOR IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER; AND ATTORNEY CERTIFICATION PURSUANT TO IDAHO RULE OF CIVIL PROCEDURE 65(b), for SONDRA LOUISE KANTOR**, and delivered the same upon **SONDRA LOUISE KANTOR**

At:(Address) 205 SHAUN LANE

(City, State) HAILEY, IDAHO 83333

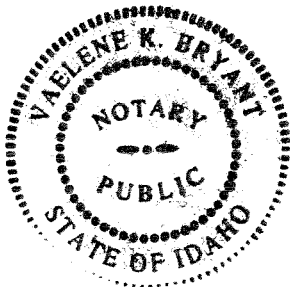
on the 22nd day of October, 2012, at 4:00 o'clock P.M.

RJ Scheu
PROCESS SERVER

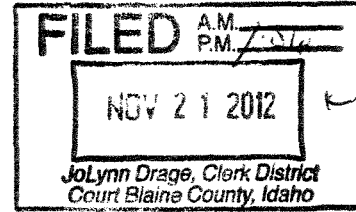
Subscribed and sworn to before me on this 23rd day of October, 2012

Vaylene K. Bryant
NOTARY PUBLIC

Residing at Hailey
Commission Expires: May 29, 2015



Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340
(208) 726-2200
ISBN: 1866



Attorney for Defendant/Counterclaimant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

* * * * *

ROBERT ARON KANTOR,)	
	)	Case No. CV-2012-734
Plaintiff/Counterclaimant,)	
	)	ANSWER & COUNTERCLAIM
vs.)	
)	
SONDRA LOUISE KANTOR,)	
)	
Defendant/Counterdefendant.)	
_____)	

COMES NOW, the Defendant above named, by and through her attorney of record, Edward Simon, and answers Plaintiff's Complaint as follows:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant admits the allegations of Paragraphs 1, and 3-6, of Plaintiff's Complaint.
3. The Defendant denies the allegations contained in Paragraphs 10, 12, 15, 16, 18, and 20 of Plaintiff's Complaint.
4. Defendant admits that the parties have acquired a home at 265 Golden Eagle Dr., that Bank of America has secured liens against said property, that those liens are in default, that the parties are personally liable thereon, that the property has been on the market, and has had contract offers to purchase, but is without sufficient knowledge as to the balance of the allegations as set forth in Paragraph

2 of Plaintiff's Complaint, and thereby denies the same.

5. Defendant admits that the real property described above has been under contract with prospective buyer/s , as alleged in Paragraph 8 of Plaintiff's Complaint, but upon information and belief, the Defendant, is of the understanding that all contract/s to purchase have been rejected by Bank of America.

6. That based upon the allegations of Paragraph 5 above, Defendant specifically denies the allegations contained in Paragraph 9 of Plaintiff's Complaint.

7. That based upon the allegations of Paragraph 5 above, Defendant specifically denies the allegations contained in Paragraphs 11, and 12 of Plaintiff's Complaint, and further alleges, that she has duly executed all documents reasonably requested of her to effectuate a "short sale" of the subject real property.

8. Defendant specifically denies the allegations contained in Paragraph 13 of Plaintiff's Complaint and further alleges that any reputation in the community regarding any buyer purchasing said real property is related not to any actions of the Defendant, but to the reputation of the Plaintiff himself.

FIRST AFFIRMATIVE DEFENSE

That Plaintiff's claim fails to state a cause of action against the Defendant upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

That by reason of the actions and conduct of the Plaintiff, his agents and/or employees, Plaintiff has failed to mitigate any damages for which the Defendant would be liable.

THIRD AFFIRMATIVE DEFENSE

By reason of the knowledge, statements, and conduct of the Plaintiff, his agents and/or employees, Plaintiff is estopped to complain of any of the acts or omissions on the part of the Defendant.

FOURTH AFFIRMATIVE DEFENSE

By reason of the knowledge, statements, and conduct of the Plaintiff, he has waived any rights against the Defendant as asserted in the Complaint herein.

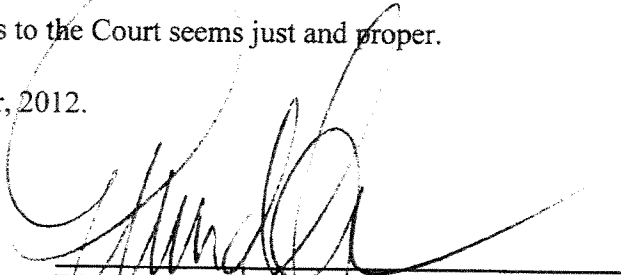
FIFTH AFFIRMATIVE DEFENSE

That Plaintiff has not suffered any economic loss, and that if Plaintiff did suffer an economic loss, it was not caused by the conduct of the Defendant.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing by reason of his complaint;
2. That Defendant has judgment for costs of suit incurred herein;
3. That Defendant be awarded reasonable attorneys fees; and
4. For such other and further relief as to the Court seems just and proper.

DATED this 21 day of November, 2012.



EDWARD SIMON
Attorney for Defendant

COUNTERCLAIM

COMES NOW, the Defendant/Counterclaimant ("Counterclaimant"), above named, by and through her attorney of record, Edward Simon, and as a counterclaim against the Plaintiff/Counterdefendant ("Counterdefendant"), complains and alleges as follows:

1. The Counterclaimant and the Counterdefendant are both residents of Blaine County, Idaho, and that the dispute between the parties exceeds \$10,000.00.
2. That the parties herein own multiple parcels of real property within Blaine County, Idaho, including without limitation by specification, parcels as set forth in the attached Schedule of Real Estate attached hereto and incorporated by reference as "Exhibit A".
3. That those parcels of real property in Blaine County, Idaho, as set forth in "Exhibit A" are owned, either in whole or part, by the parties herein, and held in a variety of different entities, including without limitation by specification, and upon information and belief the following: individually as tenants in common, limited liability companies, corporations, joint ventures, general and limited partnerships, and trusts.
4. That the Counterdefendant was integrally involved in, directly and/or indirectly participated in, and had knowledge of the purchase of each and every parcel of real property located in Blaine County, Idaho, as set forth in "Exhibit A".
5. That the Counterdefendant herein was integrally involved in, structured, formed, operated, and participated in the management of each and every entity which owns and operates the parcels of real property listed in "Exhibit A" herein.
6. That the Counterdefendant has a law degree, a tax background, and has an extensive background and experience in real estate development, sales, operation, and management.
7. That the Counterdefendant has intrinsic knowledge of the operation, management, cash flow, expenses, balance sheets, general ledgers, profit and loss statements, net earnings and/or

losses of each parcel of real property listed in "Exhibit A".

8. That on or about April 24, 2012, the parties hereto entered into a Property Settlement Agreement ("PSA" Exhibit B to Plaintiff's Affidavit in Support of TRO), which agreement sets forth the rights and obligations of the parties hereto in respect to all real property and the entities holding title to the same.

9. That the parties hereto have an interest in numerous business enterprises, some of which have an ownership interest in the real property as set forth in Exhibit A, and those entities include, without limitation by specification the following: KF, LLC; Rokan Partners; Century Trust; Rokan Corporation; Rokan Ventures; Rokan Park Group; Rokan Property Services MIP, LLC; Kantor Family, LLC (CO); Sage Cliff, LLC; HK Marine, LLC, Eastman Investors, LP; RV Boise Bend, LLC; RV Rokan Americana, LLC; RV 550 S. Broadway, LLC; RV L, LLC; RV FP Boise, LLC; RV Idaho BB, LLC; and others unknown.

10. That all of the incorporation/s, formation/s, preparation/s, and negotiations of all entities in which the parties herein have an ownership interest, and all agreements between numerous known and unknown entities is within the actual knowledge of the Counterdefendant.

11. That all of the entities were created by the Counterdefendant, or upon his instructions and request, and inclusion, including Rokan Partners, which is a major holder and/or operator of the parties real estate holdings, and business entities.

12. That Rokan Partners is managed by Rokan Corporation, that the Counterdefendant is the President of Rokan Corporation (§2.11 PSA), and that Rokan Partners and/or the Counterdefendant is integrally involved in the management, and operation of all of the entities that have some ownership interest in the parcels of real property set forth in Exhibit A .

13. That in accordance with the "PSA" (§2.12) Counterclaimant was to be paid the first \$6,000.00 available, with the next \$6,000.00 available to the Counterdefendant, and thereafter the next

\$4,000.00 available was to be paid to the Counterclaimant and Counterdefendant respectively.

14. That in accordance with the "PSA" (§2.15) Counterclaimant is to be provided with all *"reports, monthly ledgers, or general ledgers of Roka Partners"*.

15. That the Counterdefendant has requested information directly from the bookkeeper ("Ayako") and has not been provided with the same as required by the parties "PSA".

16. That Plaintiff has been required to retain the service of Edward Simon to prosecute this action and is entitled to reasonable attorney's fees pursuant to the parties contract, and Idaho Code Sections 12-120, and 12-121.

COUNT ONE

Breach of Contract

17. Counterclaimant realleges paragraphs 1-16 in this Count I as though fully set forth at length herein.

18. That the parties entered into a Property Settlement Agreement for valuable consideration, which sets forth the rights, duties and obligations of the parties.

19. That in accordance with the parties agreement (§17.01), the Counterdefendant was to pay the obligations listed in the Property and Debt Schedule (A, B, C, E and F) to Bank of America in the approximate outstanding balance of \$49,731.00, and that he has failed to do so, further impairing the credit of Counterclaimant.

20. That in accordance with the parties agreement (§11.02), the Counterdefendant was required to provide the Counterdefendant with the password to Exclusive Resorts, and has failed to provide said information.

21. That in accordance with the parties agreement (§15), the Counterdefendant is required to transfer one half of the airline miles to the Counterclaimant, and he has failed to do so in breach of the parties agreement.

22. That the Counterclaimant has fully performed under her agreement with the Counterdefendant, who has breached the written contract of the parties by the failure to pay the sums due and owing, to provide password information, and transfer the airline miles set forth above.

23. That the Counterclaimant has been damaged by the Counterdefendant's breach of their agreement in an amount of not less than \$49,731.00 plus accruing interest on the credit card debt.

COUNT TWO

Accounting

24. Counterclaimant realleges paragraphs 1-23 in this Count Two as though fully set forth at length herein.

25. That based upon the operation and management of Rokan Partners and the entities set forth in the parties "PSA", there exists a fiduciary relationship between Counterclaimant and Counterdefendant herein.

26. That Counterdefendant's fiduciary duty includes the duty of good faith and fair dealing, to account to the company and its members, and to hold as trustee for it any property, profit or benefit derived by the member, all as set forth in Idaho Code §30-6-409 and 30-6-410.

27. That Counterdefendant has a duty based upon the parties "PSA" to disclose to Counterdefendant the finances of their jointly held assets, including without limitation by specification, the cash flow, expenses, balance sheets, general ledgers, profit and loss statements, net earnings and/or losses, tax returns, and such other financial information which will verify the disbursements, or lack thereof, to the Counterclaimant.

28. That Counterclaimant is entitled to a reasonable accounting from Rokan Partners, and all of the entities that hold an interest in the real property as set forth in "Exhibit A" .

29. That the Counterdefendant has access to all financial information of the parties "business entities", without limitation by specification, the limited liability companies, corporations, and

limited and general partnerships.

30. That upon information and belief, many of the records and accounts of the "business entities" are kept, maintained and processed outside of the state of Idaho, at and under the express direction supervision, and control of the Counterdefendant.

31. That based upon the foregoing, the Counterdefendant should produce all records both within and without the state of Idaho which reflect the finances of all jointly held property from and after April 1, 2012 through December 2012, and thereafter on an annual basis.

COUNT THREE

Fraud

32. Counterclaimant realleges paragraphs 1-31 in this Count Three as though fully set forth at length herein.

33. That Counterdefendant has utilized a variety of entities for purposes of convoluting ownership, assets, and income of said entities, including those set forth herein.

34. That Counterdefendant has utilized these entities as a maze to hide, conceal, and avoid lawful obligations from Counterclaimant.

35. That Counterdefendant has made past, and present representations as to the value, assets, income and expenses of these business entities, and that based upon the subterfuge of the Counterdefendant he has created a network of inter-related business entities that are separate and apart in both their operation, assets, and income, in name only.

36. That the representations of the Counterdefendant were false and misleading.

37. That the representations of fact were important and material to the Counterclaimant.

38. That the Counterdefendant knew that his representations were false, or acted with a reckless and total disregard for the truth of his representations.

39. That Counterclaimant was unaware of the falsity of the representations.

40. That Counterdefendant intended that the Counterclaimant rely upon the representations in agreeing to enter into the contractual obligations set forth in the parties PSA.

41. That the Counterclaimant did in fact rely upon Counterdefendant's representations.

42. That Counterclaimant's reliance was justified.

43. That Counterclaimant has suffered damages which were the proximate injury caused by Counterdefendant's fraud and deceit.

WHEREFORE, Counterclaimant prays for judgment on all counts as follows:

1. For an order compelling Counterdefendant to provide a full and complete accounting of all financial transactions for each business entity owned with the Counterclaimant for the year 2012, and thereafter on an annual basis;

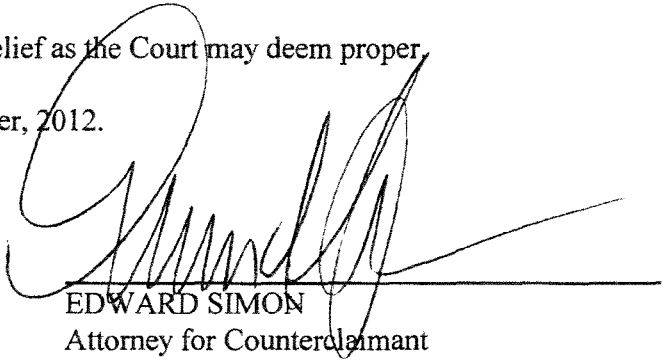
2. For money damages on Count I in the amount of \$49,731.00 plus accruing interest, or in such amount as to be determined at the trial of this matter;

3. For money damages on Count III in such amount as to be proven at the trial of this matter.

4. For costs and reasonable attorney's fees.

5. For such other and further relief as the Court may deem proper.

DATED this 21 day of November, 2012.



EDWARD SIMON
Attorney for Counterclaimant

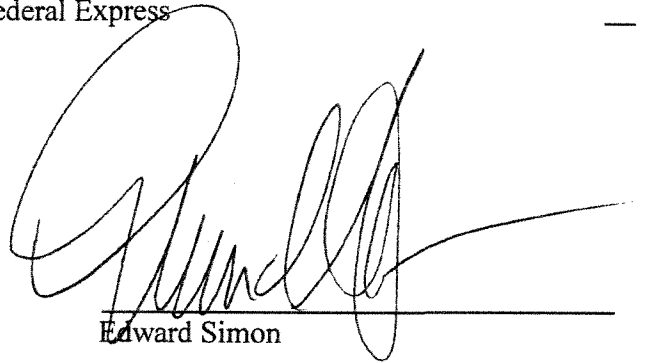
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21 day of November, 2012, I caused a true and correct copy of the **ANSWER & COUNTERCLAIM**, to be forwarded with all required charges prepaid, by the method(s) indicated below, to the following person(s):

Scot M. Ludwig, Esq.
Daniel A. Miller, Esq.
Ludwig, Shouffler, Miller, Johnson, LLP
209 West Main St.
Boise, ID 83702

Hand Deliver
U.S. Mail
FAX
Federal Express

—
☒
—



Edward Simon

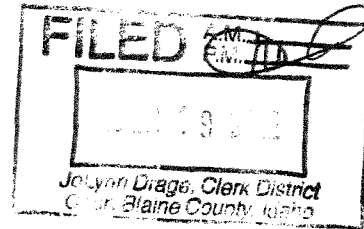
<i>Name (Address)</i>	<i>Location</i>	<i>Type</i>
Helm Station	Ketchum, ID	Retail/Office
US West (340 Lewis)	Ketchum, ID	Office/Industrial
The Meadows	Ketchum, ID	Mobile Home Park
The Meadows (Clear Creek)	Ketchum, ID	Development Land
Broadford Road (Clear Creek)	Hailey, ID	Residential Lots
The Ketchum Depot	Ketchum, ID	Office
Enterprise Business Park	Flagstaff, AZ	Industrial
200 Partners (Staples)	Wenatchee, WA	Retail
R&R (540 N 2nd Ave)	Ketchum, ID	Office
Gateway	Wenatchee, WA	Development Land
Shucks Auto	Boise, ID	Retail/Industrial
CE, LLC (1221 Airport Way)	Hailey, ID	Industrial
Ore House	Ketchum, ID	Development Land
HP 28	Boise, ID	Office
Bullion Square,	Hailey, ID	Retail
Lot 7 Block 4,	Hailey, ID	Development Land
Valley Center	Bellevue, ID	Development Land
Broadway Bob	Boise, ID	Retail/Office
Mack Center	Hailey, ID	Industrial
Friedman Park	Hailey, ID	Industrial
Americana	Boise, ID	Office
311 Land	Ketchum, ID	Development Land
311 Building	Ketchum, ID	Retail/Office
RSK Annex	Boise, ID	Office
Goodwill	Pocatello, ID	Retail
Hood River Center	Hood River, OR	Shopping Center
210 Capitol	Salem, OR	Parking Lot
Boise Bend	Boise, ID	Portfolio
Eastman	Boise, ID	Retail/Office

TOTALS

(excludes personal residence)

EXHIBIT A

SCOT M. LUDWIG
DANIEL A. MILLER
LUDWIG ♦ SHOFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506
ISB 3571



Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,)	
)	
Plaintiff,	)	CASE NO. CV-2012-734
)	
vs.	)	REPLY TO COUNTERCLAIM
)	
SONDRA LOUISE KANTOR,)	
)	
Defendant.)	
_____)	

COMES NOW the Plaintiff, ROBERT ARON KANTOR, and replies to Defendant,
SONDRA LOUISE KANTOR'S, Counterclaim as follows:

1. Plaintiff denies each and every allegation of Defendant's Counterclaim not specifically admitted herein.
2. Plaintiff admits paragraphs 1, 2, 3, 4, 6, 8, 12, 17, and 29 of Defendant's

REPLY TO COUNTERCLAIM - 1

Counterclaim.

3. With respect to paragraph 14, Counter-Defendant responds that the documents are to be provided to Counter-Plaintiff when Counter-Defendant receives them.

WHEREFORE, Plaintiff prays that Defendant's Counterclaim be dismissed, for relief as requested in Plaintiff's Complaint on file herein and for such other and further relief as to the Court may appear just in the premises.

DATED this 18 day of December, 2012.

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

By 

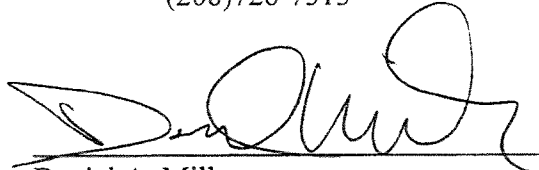
Daniel A. Miller,
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 18 day of December, 2012, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

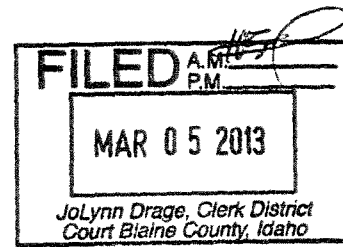
Ed Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)726-7313


Daniel A. Miller

REPLY TO COUNTERCLAIM - 2

Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340
(208) 726-2200
ISBN: 1866



Attorney for Defendant/Applicant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,

Plaintiff,

vs.

SONDRA LOUISE KANTOR,

Defendant.

Case No. CV-2012-734

APPLICATION FOR ORDER TO SHOW
CAUSE

COMES NOW, Sondra L. Kantor, the Defendant and Applicant, by and through her attorney of record, Edward Simon, pursuant to Rule 6(b)(2)(A) and Rule 65 of the Idaho Rules of Civil Procedure and applies to the Court to order the Plaintiff, Robert A. Kantor to appear before the court and to show cause why the Applicant should not be granted the relief requested as follows:

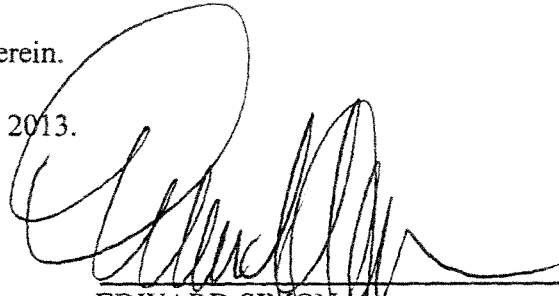
1. An order by which the Plaintiff is immediately restrained and enjoined from selling, transferring, assigning, redeeming, liquidating, or in any manner hypothecating Rokan Partners' (an Idaho Limited Partnership) share of Rokan Ventures, LLC (an Idaho limited liability company);

2. That a Temporary Restraining Order be immediately entered without prior notice, restraining and enjoining the Plaintiff from selling, transferring, assigning, redeeming, liquidating, or in any manner hypothecating Rokan Partners' (an Idaho Limited Partnership) share of Rokan Ventures, LLC (an Idaho limited liability company and further, that a preliminary injunction be entered against said

Plaintiff for the pendency of this action.

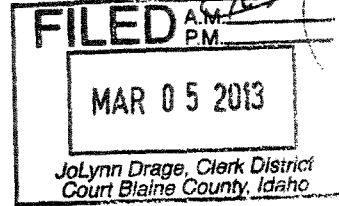
This Application for Order to Show Cause is supported by the Affidavits of Sondra L. Kantor, her attorney, and the record and file herein.

DATED this 4 day of March, 2013.



EDWARD SIMON
Attorney for Applicant/Defendant

Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340
(208) 726-2200
ISBN: 1866



Attorney for Defendant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

* * * * *

ROBERT ARON KANTOR,

Plaintiff,

vs.

SONDRA LOUISE KANTOR,

Defendant.

Case No. CV-2012-734

**ATTORNEY CERTIFICATION IN
SUPPORT OF ORDER TO SHOW CAUSE
AND TEMPORARY RESTRAINING
ORDER**

STATE OF IDAHO)
) ss.
County of Blaine)

EDWARD SIMON, being first duly sworn on oath deposes and states as follows:

1. That I am the attorney of record for the Defendant/Applicant in the above entitled action, and make this certification in support of the Application for Order to Show Cause and Temporary Restraining Order pursuant to Rule 65 of the I.R.C.P.

2. That I have reviewed the Affidavit of the Defendant in Support of the Order to Show Cause and Temporary Restraining Order and believe that the facts stated therein are supported by admissible evidence, and are true and correct based upon my review of the documents referenced therein.

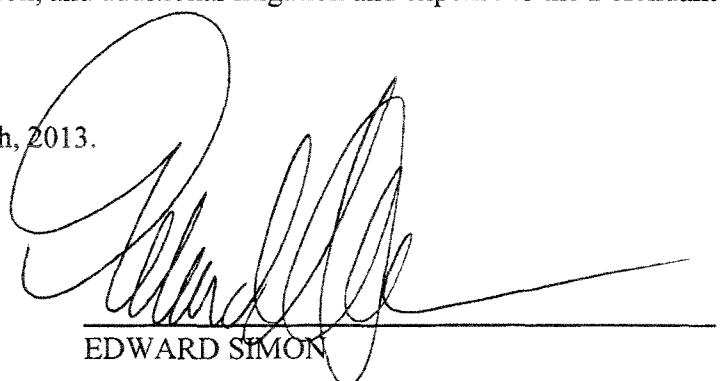
3. That no notice has been provided to the Plaintiff nor his counsel on the basis of my

**ATTORNEY CERTIFICATION IN SUPPORT OF ORDER TO SHOW CAUSE AND
TEMPORARY RESTRAINING ORDER-1**

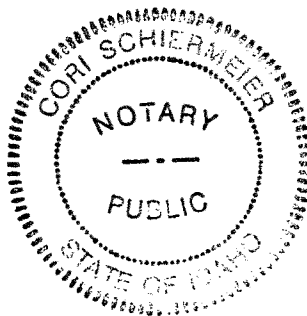
good faith belief that the Order to Show Cause and Temporary Restraining Order are well founded, and that the Defendant has no other remedy than as stated therein.

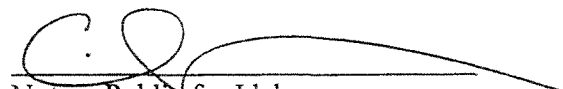
4. That if notice were given to the Plaintiff and his attorney, and the transaction sought to be restrained and enjoined were to occur, it would require a clawback and set aside action involving parties not named in the present action, and additional litigation and expense to the Defendant with uncertain results.

DATED THIS 4 day of March, 2013.

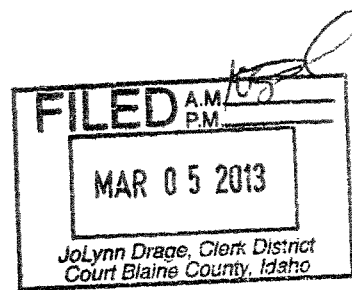

EDWARD SIMON

SUBSCRIBED AND SWORN to before me a Notary Public this 4th day of March, 2013.




Notary Public for Idaho
Residing at: Hailey ID
Commission Expires: 06/24/14

Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340
(208) 726-2200
ISBN: 1866



Attorney for Defendant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,

Plaintiff,

vs.

SONDRA LOUISE KANTOR,

Defendant.

Case No. CV-2012-734

**AFFIDAVIT OF DEFENDANT IN
SUPPORT OF ORDER TO SHOW CAUSE**

STATE OF IDAHO)

) ss.

County of Blaine)

SONDRA LOUISE KANTOR, being first duly sworn on oath deposes and states as follows:

1. That I am the Defendant/Applicant in the above entitled action, and make this affidavit in support of the Application for Order to Show Cause based upon personal knowledge and/or reasonable information and belief.

2. That the Plaintiff and I were divorced in Blaine County on April 30, 2012, (Case No. CV-2011-525), and all of our property was divided in accordance with a Property Settlement Agreement ("PSA"), a true and correct copy of which is attached hereto and incorporated herein as

EXHIBIT A. Further, that said "PSA" was not merged and incorporated into the Decree of Divorce entered in said action.

3. That the Plaintiff and I have joint ownership interests (some of which are with other parties or entities), through Rokan Properties, in numerous real property assets which are set forth in the Property and Debt Schedule ("PDS"), a true and correct copy of which is attached hereto and incorporated by reference herein as **EXHIBIT B.** Said "PDS" was attached to and a part of the Property Settlement Agreement.

4. That those joint ownership interests of the "PDS" are reflected by the initials "RP" which represents Rokan Partners.

5. That the management of Rokan Partners is by Rokan Corporation, and the Plaintiff is the President of said corporation, and therefor in charge of the management of Rokan Partners ("PSA" ¶2.11).

6. That all of the entities set forth in the "PDS" were created by, managed, and operated almost exclusively by the Plaintiff herein, who has integral knowledge of each entity, their cash flow, assets and liabilities, and further, who has vast business sophistication in the operation of real estate partnerships and syndications.

7. That on or about September 7, 2010, the Plaintiff formed Rokan Ventures, LLC, an Idaho limited liability company, and upon information and belief, (based upon the public filing of the Idaho Secretary of State's office), is attached a true and correct copy of the Certificate of Organization, signed by the Plaintiff, which is incorporated by reference herein as **EXHIBIT C.**

8. That the divorce between the Plaintiff and myself, provided no spousal maintenance, and that I rely upon the income from our investments which are set forth in the "PSA" and "PDS" above, and that the Plaintiff is directly involved in the operation and management thereof.

9. That according to the "PSA" (¶2.06), all of our interest in real property was to be

assigned to Rokan Partners.

10. That according to the "PSA" (§2.06)§2.13), **"prior to sale of any asset of Rokan Partners, Robert shall provide written notice to Sondra, as much in advance as possible under the circumstances, including all details of the proposed sale"**.

11. That in accordance with the notice required in §10 above, I received a Notice of Intent to Sell Rokan Partners' Share of Rokan Ventures, a true and correct copy of which is attached hereto and incorporated by reference herein as **"EXHIBIT D"**.

12. That I also received an Assignment and Assumption of Membership Interest, and Redemption and Full Liquidation Agreement and Authorizing Resolution, Rokan Partners', Limited Partnership and Rokan Ventures, LLC, true and correct copies of each are attached hereto and incorporated by reference herein as **"EXHIBIT E"** and **"EXHIBIT F"** respectively.

13. That according to §16.02 of the "PSA", **"any new commercial real estate syndications, or other commercial real estate activities that Robert intends to do, or does, become involved in shall be done in Rokan Ventures provided that any activity that Rokan Ventures declines shall not be done in Rokan Ventures"**.

14. That Rokan Ventures manages all properties owned by Rokan Partners, and pursuant to the proposed Redemption and Full Liquidation Agreement and Authorizing Resolution, Rokan Partners', Limited Partnership and Rokan Ventures, LLC (EXHIBIT E), Rokan Ventures is to continue to manage for twenty-four (24) months **"all projects currently managed by Ventures"** (§11d).

15. That the intent of to §16.02 of the "PSA" was that the Plaintiff would continue to use his best efforts to manage all of the real property assets owned by the parties, and that the Defendant would continue, through Rokan Ventures, to benefit from the future real estate projects of the Plaintiff.

16. That any sale, transfer, assignment, redemption, liquidation, or any manner of hypothecation of Rokan Partners' interest in Rokan Ventures has the effect of allowing the Plaintiff to

avoid his contractual obligations and my rights as set forth in the Property Settlement Agreement.

17. That if the Plaintiff is allowed to avoid his obligations under the "PSA", he can allow our non-performing assets to languish, while benefitting from more lucrative transactions, from which I would be excluded from any benefit.

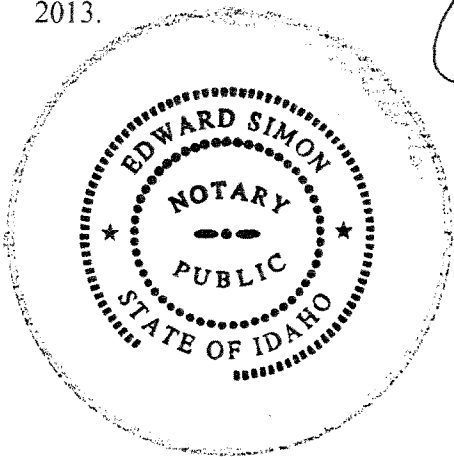
18. That the only remedy to protect me would be a Temporary Restraining Order, and an injunction.

DATED this 1st day of March, 2013.

Sondra L. Kantor
SONDRA L. KANTOR

SUBSCRIBED AND SWORN to before me a Notary Public this 15th day of March,

2013.



[Signature]
Notary Public for Idaho
Residing at: KETCHUM
Commission Expires: 12-15-17

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of April, 2012, by and between Sondra Kantor, hereinafter referred to as "Sondra," and Robert Kantor, hereinafter referred to as "Robert."

1. **RECITALS:** This Agreement is made with reference to the following facts:

1.01 The parties hereto were married on the 8th day of June, 1968, in Houston, Texas, and ever since have been and still are Husband and Wife.

1.02 The parties have three adult children.

1.03 Unhappy differences have arisen between Robert and Sondra, as a result of which they have agreed to separate and enter into this Agreement.

2. **ROKAN PARTNERS:** The parties own an interest in Rokan Partners, an Idaho limited partnership. The parties agree that the ownership in Rokan Partners shall be as follows:

- Rokan Corporation, a Delaware corporation: 6%
- Robert: 44%
- Sondra: 44%
- Geoffrey F. Kantor: 2%
- Aron B. Kantor: 2%
- Joshua M. Kantor: 2%

2.01 Rokan Corporation is the sole general partner of Rokan Partners.

2.02 Robert is the president of Rokan Corporation.

2.03 All stock in Rokan Corporation is owned by Century Trust (in a trust agreement dated January 1, 2006).

2.04 Rokan Partners owns an interest in PK Ventures LLC reflected in the operating agreement dated January 1, 2012.

PROPERTY SETTLEMENT AGREEMENT, P. 1

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

EXHIBIT A

2.05 Rokan Partners shall own any interest in all of the entities attached in the described Property and Debt Schedule (hereinafter "PDS") where the remarks have the initials RP.

2.06 It is the intent and the agreement of the parties that except as specifically provided herein, all interest in all other real estate including but not limited to syndications where the parties have direct or indirect ownership interest shall be assigned to Rokan Partners.

2.07 Robert and Sondra shall not sell, transfer, encumber, or in any way convey their interest in Rokan Partners unless both parties agree to the sale or conveyance.

2.08 The parties shall make such changes to the Rokan Partners agreement necessary to ensure that no members can be admitted to Rokan Partners without the written consent of both Robert and Sondra during their lives.

2.09 Other than ordinary and necessary expenses in connection with the assets of Rokan Partners, neither Robert nor Sondra shall receive directly or indirectly any compensation from Rokan Partners other than as stated in this agreement. Further, Robert and Sondra shall ensure that all documents reflect the fact that other than as stated in this Agreement, no one else shall directly or indirectly receive any payments from Rokan Partners. Robert may, under this Agreement, employ and pay such maintenance personnel and attorneys, accountants and bookkeepers as he deems necessary for operations of Rokan Partners. It is specifically provided that except as provided herein, no one shall employed by Rokan Partners without the written consent of Sondra, which consent shall not be unreasonably withheld.

PROPERTY SETTLEMENT AGREEMENT, P. 2

SWW/rfl 21579-001/765176 4/20/2012 9:32 AM

Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.10 Ayako has prepared and shall continue to prepare the books and records and tax returns for Rokan Partners. Ayako shall continue to receive reasonable compensation for performing the services that have been performed in the past. A replacement for Ayako shall be a person agreed upon by Robert and Sondra.

2.11 The management of Rokan Partners is by Rokan Corporation. Robert is the president of Rokan Corporation and is thus managing Rokan Partners. There shall be no other person or entity managing Rokan Partners without the written consent of Sondra and Robert.

2.12 Except for what is reasonably necessary for operations of Rokan Partners, Robert shall cause Rokan Partners to distribute the available cash of Rokan Partners. The parties acknowledge that there is a requirement for pro rata distributions to all partners. Notwithstanding, Robert agrees that each month cash available to be distributed to Robert or Sondra shall be distributed as follows: the first \$6,000 available shall be distributed to Sondra, the next \$6,000 available shall be distributed to Robert, the next \$4,000 available shall be distributed to Sondra, the next \$4,000 available shall be distributed to Robert and thereafter available cash shall be distributed equally to Robert and Sondra. Provided further, that if in a month Sondra has received more than Robert, the next month before going through the priority of distribution set forth herein, Robert shall receive the first amount to equalize the distribution from the prior month. Further notwithstanding the above provisions, Robert shall use best efforts to ensure that Sondra receives \$6000 from Rokan Partners on the first day of each month beginning June 1, 2012.

PROPERTY SETTLEMENT AGREEMENT, P. 3

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.13 Prior to sale of any asset of Rokan Partners, Robert shall provide written notice to Sondra, as much in advance as possible under the circumstances, including all details of the proposed sale.

2.14 When Robert (whenever a reference is made to Robert the parties understand and agree that the reference is to Robert acting in his individual capacity, his capacity as president of Rokan Corporation, or his capacity as a member or partner in any other entity where the parties directly or indirectly have some ownership interest) receives any financial reports on any of the entities, he shall forward those financial reports to Sondra.

2.15 Anytime Ayako or any substitute bookkeeper prepares reports, monthly ledgers or general ledgers of Rokan Partners, those reports shall be forwarded to Sondra.

2.16 The parties shall cause the first amendment and the second amendment to the Rokan Partners agreement to be signed. The form of the second amendment is attached to this Property Settlement Agreement.

2.17 Attached hereto is a listing of known contingent liabilities. If Robert believes a contingent liability should be paid, Sondra shall not unreasonably deny consent to Rokan Partners making a deemed distribution to Robert and Sondra to pay said liability. Such deemed distribution shall not be considered a distribution for purposes of the distributions pursuant to 2.12.

2.18 Rokan Partners shall continue to pay the parties' son Shalom's loan for graduate school.

PROPERTY SETTLEMENT AGREEMENT, P. 4

SWW/rfl 21579-001/765176 4/20/2012 9:32 AM

Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

4.03 Funds distributed from Rokan Corporation to Century Trust, in excess of the amount needed for payment of the premiums on the policy set forth above, may be distributed quarterly in equal amounts to Robert and Sondra. These amounts shall not be considered in the calculations set forth in Section 2.12.

4.04 Robert agrees that the Century Trust documents shall be amended to provide that the only trustees of Century Trust shall be Robert, Sondra, and their three children. The amendment to be signed by the parties, entitled First Amendment to the Century Trust, is attached hereto. Neither Robert nor Sondra shall have the power to make an appointment or give their interest in the Century Trust to anyone other than their three children.

5. **REAL PROPERTY:** The parties own real property located at 265 Golden Eagle Drive, Hailey, Idaho.

5.01 This real property shall be sold as soon as reasonably possible.

5.02 Pending the sale or disposition of this real property, Robert shall maintain the property and pay all utilities provided to the property. Any capital improvements will be paid one half by each party. Capital improvements will only be made if agreed upon by both parties in writing or ordered by the court.

5.03 Each party shall provide to the other any information either party receives that may be relevant to the ownership, sale, rental or other disposition of said property.

6. **US DIGITAL GAMING:** All present or future interest of either Robert or Sondra in US Digital Gaming, Inc. (USDG), a Delaware corporation, shall be assigned to Rokan

Partners. Sondra shall be promptly provided with and informed of any available information received by Robert regarding USDG or our interest therein.

7. **KF, LLC:**

7.01 The parties own KF, LLC.

7.02 Neither party shall receive directly or indirectly any compensation from KF, LLC except as stated herein.

7.03 All funds available to be distributed from KF, LLC shall be divided equally between Robert and Sondra.

8. **KANTOR FAMILY, LLC:**

8.04 Robert and Sondra shall have an equal ownership interest in Kantor Family, LLC.

8.05 Robert shall not receive directly or indirectly any compensation from Kantor Family, LLC.

8.06 Any funds available to be distributed to Robert and/or Sondra from Kantor Family, LLC, shall be divided equally between Robert and Sondra.

9. **OTHER OWNERSHIP INTEREST:** On the attached PDS under business interests, there are other entities in which Robert and Sondra personally own an interest. The parties shall each continue to own one half of the interest in the entities where there is an "X" under both the column entitled "To Husband" and the column entitled "To Wife". To the extent either party receives financial information concerning these entities, or any other entity where the parties have an ownership interest (such as described in paragraphs 3, 6, 7, and 8 of this agreement), that party shall immediately forward the information to the other party.

PROPERTY SETTLEMENT AGREEMENT, P. 7

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

**10. HOUSEHOLD GOODS AND FURNISHINGS AND OTHER TANGIBLE
PERSONAL PROPERTY:**

10.01 On the attached PDS, commencing at Item 119 is a listing of tangible personal property.

10.02 Robert is awarded the items under the column entitled "To Husband" as indicated with an "X" or a dollar amount.

10.03 Sondra is awarded the items under the column entitled "To Wife" as indicated with an "X" or a dollar amount.

10.04 Where there is an item that does not include an allocation to Robert or Sondra, that item shall be sold in a manner agreed to by the parties in writing. The first \$35,156 of proceeds shall go to Sondra. The proceeds in excess of \$35,156 shall be divided equally between Robert and Sondra. In the event the items do not produce at least \$35,156, Robert shall immediately pay to Sondra one half of the difference between the proceeds received and \$35,156. For example, if the proceeds are only \$30,156, Robert shall immediately pay to Sondra the sum of \$2,500.

10.05 Prior to a sale, either party may elect to take an item of personal property to be sold at a value agreed upon by the parties in writing.

10.06 If an item of property is not listed on the attached PDS the parties shall either agree to a value and allocation or sell the item in the manner described in this paragraph 10.

11. **EXCLUSIVE RESORTS:**

11.01 The parties have an ownership interest in Exclusive Resorts (held in the names of their children).

11.02 Sondra shall be given the password to Exclusive Resorts.

11.03 Robert shall use best efforts to sell Exclusive Resorts. Any net proceeds shall be paid one half to Robert and one half to Sondra. If Robert has a buyer for Exclusive Resorts, Sondra shall not unreasonably withhold consent to the sale.

12. **2011 TAX RETURNS:** The parties shall file married filing joint tax returns for 2011.

13. **MEADOWS STORE ROOM:** Sondra shall be given a key to and be allowed to use the Meadows store room. To the extent the parties have any property in the Meadows store room that is not listed on the attached PDS, those items shall be equally divided between Robert and Sondra.

14. **VALLEY CLUB MEMBERSHIP:** The Valley Club membership owned by Robert and Sondra is up for sale. Upon sale, the parties shall each receive one half of the net proceeds. Pending the sale, Robert shall be obligated to make the required minimum payments and any payment for his use of said membership.

15. **AIRLINE MILES:** The parties agree that as of January 1, 2011 the mileage or points balances on Robert's credit cards were as follows:

- American Express Centurion Acct #...6-81004 – 610,234;
 - Delta Sky Miles Amex Acct #...8-3002 – 10,800;
 - Wells Fargo Visa Acct #...4652 – 390,461
- Total: 1,011,495 points

PROPERTY SETTLEMENT AGREEMENT, P. 9

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Attachments – PDS, 2nd Amendment to Rakan Partners, and 1st Amendment to Century Trust

As of February 1, 2011, Sondra had 71,000 miles in her Delta Sky Miles Accounts. Robert shall transfer to Sondra one-half of the difference, which is 470,248 (1,011,495 less 71,000 = 940,495 divided by 2 and rounded up).

16. ROKAN VENTURES:

16.01 Rokan Partners owns 25% of Rokan Ventures.

16.02 Any new commercial real estate syndications or other commercial real estate activities that Robert intends to, or does, become involved in shall be done in Rokan Ventures provided that any activity that Rokan Ventures declines shall not be done in Rokan Ventures.

16.03 To the extent agreed upon with the other members of Rokan Ventures, Robert may receive a salary or guaranteed payment from Rokan Ventures. Any salary or guaranteed payment in excess of \$60,000 paid or payable to Robert by Rokan Ventures shall be paid to Rokan Partners and become an asset of Rokan Partners.

17. PAYMENT OF DEBTS BY ROBERT: Robert shall pay the following debts:

17.01 The debts described as Items A, B, C, E, F, and P on the attached PDS.

17.02 One half of the contingent liabilities including attorney fees related to the contingent liabilities.

17.03 Any other debts incurred by him.

18. PAYMENT OF DEBTS BY SONDRA: Sondra shall pay the following debts:

18.01 The debts described as Items D, Q, T, V and W on the attached PDS.

18.02 One half of the contingent liabilities including attorney fees related to the contingent liabilities.

18.03 Any other debts incurred by her.

19. **JOINT DEBTS:** The debt described as Item U on the attached PDS shall be paid from Rokan Partners. Payments on this joint debt shall be a deemed distribution to Robert and Sondra and such deemed distributions shall not be considered a distribution for purposes of the distributions pursuant to 2.12.

20. **DONOR ADVISED FUND:** Robert shall make arrangements so that Sondra can designate \$1,000 per year from Donor Advised Fund to a qualified charity.

21. **ROBERT'S AMERICAN EXPRESS CENTURION CARD:** Sondra shall have a gold card that is associated with Robert's American Express Centurion card so long as Robert maintains his membership and Sondra shall be solely reasonable for any charges she makes.

22. **DISPOSITION OF PROPERTY:** Subject to the provisions of this Agreement, each of the parties hereto may in any way dispose of his or her property of whatever nature, real or personal; and the parties hereto, each for himself and herself, respectively, and for the respective heirs, legal representatives, executors and administrators and assigns, hereby waives any right of election which he or she may have regarding the estate of the other, or any right to take against any last will and testament of the other, and hereby renounces and releases all interest, right or claim that he or she now has or might otherwise have against the other, under or by virtue of the laws of any state or country.

23. **BINDING EFFECT:** All of the provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives and assigns.

PROPERTY SETTLEMENT AGREEMENT, P. 11

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

24. AGREEMENT MAY BE SUBMITTED TO COURT: The parties agree that this agreement shall not initially be submitted to the court but shall be kept private between the two parties. However, if either party believes there is a need to seek court involvement with regard to any provision, that party may submit this agreement to the court and upon request the court shall incorporate this agreement as a supplemental judgment of the court.

25. ADDITIONAL DOCUMENTS: The parties hereto agree to make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement.

26. ADVICE OF COUNSEL: The parties hereto stipulate that he or she has been represented by counsel and is familiar with the terms and conditions of this Agreement.

27. SEPARATE PROPERTY/INCOME AFTER SIGNING OF AGREEMENT:
The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any and all property or income acquired or earned by either party hereto shall be the separate property of the party who has acquired or earned it and the other party shall have no claim thereon. The parties agree that any income earned by either party after the date of signing this Agreement shall be the separate property of the party earning the income, and any income on separate property shall be separate property from and after the date of signing this agreement.

28. DEBTS AFTER SIGNING OF AGREEMENT: The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any debts incurred by either party hereto shall be the separate debt of the party incurring the debt and shall not be a community debt. The parties hereto agree not to incur any debt for which the other party may be liable, In the event Robert shall obtain refinancing of any debts for which Sondra has liability,

PROPERTY SETTLEMENT AGREEMENT, P. 12

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Attachments – PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

Sondra shall co-operate in any manner needed to conclude such refinancing after review of the refinancing documents and terms by her attorney and/or accountant

29. MISCELLANEOUS PROVISIONS:

28.01 The parties hereto both stipulate and agree that they have read and fully understand this Agreement.

28.02 The parties hereto agree that they have entered into this Agreement without undue influence or fraud or coercion or misrepresentation or for any other like cause.

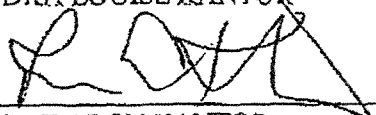
28.03 If action is instituted to enforce any of the terms of this Agreement, then the losing party agrees to pay to the prevailing party all costs and attorneys' fees incurred in that action.

28.04 Each of the parties hereto represents to the other that they have made full disclosure of all community assets and community liabilities of which they are aware.

28.05 The parties hereto stipulate and agree that the division of community assets provided for in this Agreement is fair and equitable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


SONDRA LOUISE KANTOR


ROBERT ARON KANTOR

PROPERTY SETTLEMENT AGREEMENT, P. 13

SWW/rb 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

STATE OF Idaho)
)ss.
County of Blaine)

On this 25th day of April, 2012, before me, the undersigned notary public in and for said State, personally appeared SONDRA LOUISE KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Carille K. Watson
Notary Public for John Allen Peters
Residing at Blaine County
Commission expires 05-07-2013

STATE OF IDAHO)
)ss.
County of Blaine)

On this 25 day of April, 2012, before me, the undersigned notary public in and for said State, personally appeared ROBERT ARON KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Monica A. Hanson
Notary Public for 121717
Residing at Harvey ID
Commission expires 11/29/2012

PROPERTY SETTLEMENT AGREEMENT, P. 14

SWW/rfl 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rakan Partners, and 1st Amendment to Century Trust

FILED EFFECTIVE



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2010 SEP -7- AM 11:15

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

ROKAN VENTURES, LLC

2. The complete street and mailing addresses of the initial designated/principal office:

540 2nd. Avenue N. Ste. 101 Ketchum ID 83340

(Street Address)

P O Box 1271 Ketchum, ID 83340

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Robert A. Kantor

(Name)

540 2nd Ave. N. Ste 101 Ketchum ID 83340

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

NameAddressRokan Partners LPP O Box 1271, Ketchum, ID 83340

5. Mailing address for future correspondence (annual report notices):

P O Box 1271 , Ketchum, ID 83340

6. Future effective date of filing (optional): _____

Signature of a manager, member or authorized person.

Signature

Typed Name: Robert A. Kantor

Signature _____

Typed Name: _____

Secretary of State use only

 IDAHO SECRETARY OF STATE
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EXHIBIT C

NOTICE OF INTENT TO SELL ROKAN PARTNERS' SHARE OF ROKAN
VENTURES

To: Sondra Kantor and Stanley Welsh, attorney of record in the Divorce proceedings
From: Robert A Kantor, President Rokan Corporation

Pursuant to Paragraph 2.13 of the Property Settlement Agreement dated April 24, 2012, entered into by Robert Kantor Plaintiff and Sondra Kantor Defendant, Robert Kantor hereby notifies Sondra Kantor and her attorneys of the intent of Rokan Partners to sell all of Rokan Partners' interest in Rokan Ventures for a combination of cash and an assignment of certain interests held by Rokan Ventures and Rokan Partners in various real estate Limited Liability Companies.

A full copy of the purchase and sale agreement will be furnished to Sondra Kantor and her attorneys as it is finished. This sale is a result of Rokan Ventures refusal to participate in any further real estate deals so long as Rokan Partners remains an owner/participant. (a copy of the letter from Michael Page will be provided). If Rokan Partners refuses to sell its interest, Rokan Ventures will just cease to do any additional transactions and will be liquidated over some period of time.

The cash price paid for the interest being sold is (or will be), in the opinion of Robert Kantor, the maximum possible value of Rokan Partner's share of the underlying assets of Rokan Ventures with no discount for the sale of a minority interest. In addition, Rokan Partners will be assigned its pro-rata share of every profits interest owned by Rokan Ventures at the time the transaction becomes effective.

Because of the continuing requirement of Rokan Partners for cash, the proceeds from this sale will assist with the ability of Rokan Partners to make capital distributions to the owners.

EXHIBIT D

**ASSIGNMENT AND ASSUMPTION
OF MEMBERSHIP INTEREST**

(RV IDAHO BB)

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST ("Assignment") is entered into effective as of the 1st day of January, 2013 ("Effective Date"), by and between RV Idaho BB LLC, an Idaho limited liability company ("RV Idaho"), Rokan Ventures LLC, an Idaho limited liability company ("Ventures") and Rokan Partners Limited Partnership, an Idaho limited partnership ("Rokan Partners").

RECITALS

A. Rokan Partners holds a 24.80 percent membership interest in Ventures (the "Rokan Partners Membership Interest") pursuant to the Operating Agreement of Ventures, effective as of January 1, 2011 (the "Ventures Operating Agreement").

B. Ventures and Wali Investments LLC ("Wali") are the members of RV Idaho pursuant to that certain Operating Agreement effective as of January 1, 2011 ("RV Idaho Operating Agreement");

C. Rokan Partners and Ventures entered into that certain Agreement for Redemption, Liquidation and Partial Distribution and Authorizing Resolution effective as of January 1, 2013 ("Distribution Agreement") whereby Ventures agreed to distribute to Rokan Partners a 19.964 percentage membership interest in RV Idaho ("RV Distributed Interest") in distribution and liquidation of Rokan Partners Membership Interest.

D. Ventures desires to assign to Rokan Partners the RV Distributed Interest, as a redemption and liquidation of Rokan Partners Membership Interest, and Rokan Partners desires to accept the RV Distributed Interest, as a redemption and liquidation of its interest in Ventures, and to assume all the rights and obligations arising under the RV Operating Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein and recitals set forth above, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Effective as of the Effective Date, Ventures hereby assigns and conveys to Rokan Partners the RV Distributed Interest, together with any and all other rights with respect thereto arising under the RV Operating Agreement. Ventures covenants and warrants to Rokan Partners that the RV Distributed Interest is free and clear of any encumbrances or claims of any third party.

2. **Assumption.** Effective as of the Effective Date, Rokan Partners hereby assumes the RV Distributed Interest, together with any and all rights with respect thereto arising under the RV Operating Agreement.

3. **RV Idaho Consent.** RV Idaho hereby (i) consents to the assignment of the RV Distributed Interests to Rokan Partners, and (ii) agrees that Rokan Partners shall be deemed to be a "substitute member" of RV Idaho as to the RV Distributed Interest.

4. **Attorneys' Fees.** In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Assignment or documents related thereto, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other party in settlement of claims asserted by that party.

5. **Succession.** This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Idaho.

7. **Time.** Time is of the essence of this Assignment.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, and once so executed by all parties hereto each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the Effective Date.

COMPANY:

ROKAN VENTURES LLC,
an Idaho limited liability company

By: _____
Michael E. Page
Manager

ROKAN PARTNERS:

**ROKAN PARTNERS LIMITED
PARTNERSHIP,** an Idaho limited partnership

By: Rokan Corporation, a Delaware
corporation, its General Partner

By: _____
Robert A. Kantor, President

RV IDAHO:

RV IDAHO BB LLC,
an Idaho limited liability company

By: Rokan Ventures LLC, Manager

By: _____
Michael E. Page, Manager

**REDEMPTION AND FULL LIQUIDATION AGREEMENT
AND AUTHORIZING RESOLUTION**

ROKAN PARTNERS, LIMITED PARTNERSHIP
an Idaho limited partnership

and

ROKAN VENTURES, LLC
an Idaho limited liability company

THIS REDEMPTION AND FULL LIQUIDATION AGREEMENT AND AUTHORIZING RESOLUTION ("**Agreement**") is effective as of January 1, 2013 ("**Effective Date**") by and between Roka Ventures LLC, an Idaho limited liability company ("**Company**") and Roka Partners, Limited Partnership, an Idaho limited partnership ("**Roka Partners**").

RECITALS

A. Roka Partners currently holds a 24.80% membership interest in Company.

B. Company desires to distribute to Roka Partners a cash payment and a membership interest in each of the following entities (each of which is an Idaho limited liability company): RV Hood River LLC, RV Boise Bend LLC, RV Roka Americana LLC, and RV Idaho BB LLC (collectively, the "**RV Companies**"), in full redemption and complete liquidation of Roka Partners membership interest in the Company.

C. The membership interest to be distributed to Roka Partners in each of the RV Companies is set forth on Exhibit A attached hereto (collectively, "**Distributed Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency for which are hereby acknowledged, the parties hereto agree as follows:

1. Treatment of Distributions. The Distributed Interests in the RV Companies and the Cash Payment (as defined below) to Roka Partners, as provided in this Agreement, shall be considered a full redemption and complete liquidation of all of Roka Partners membership interest in the Company.

2. Distributions of Membership Interest. Company hereby agrees to distribute to Roka Partners the Distributed Interest and Cash Payment (as set forth below) in complete liquidation of Roka Partners interest in Company:

(a) The Distributed Interest in each of the RV Companies, as set forth on Exhibit A attached hereto.

(b) Cash payment in the amount of \$41,675.48 ("**Cash Payment**") to be paid concurrently herewith.

3. Acceptance of Distribution. Rokan Partners hereby accepts the Distributed Interest in the RV Companies and the Cash Payment in full redemption and complete liquidation of Rokan Partners interest in Company.

4. Substitute Member. It is agreed that Rokan Partners will be deemed to be a "substitute member" of each of the RV Companies with regard to the Distributed Interest for all purposes of the Operating Agreement for each RV Company.

5. Resignation. Concurrently herewith, Robert Kantor ("**Kantor**") does hereby resign (i) as a Manager of the Company; and (ii) as registered agent of the Company. Kantor agrees to execute any and all other documents necessary or convenient to carry out such resignations. Within five (5) business days after the Effective Date, Michael E. Page ("**Page**"), as the Manager of Company, shall cause the Articles of Organization filed with the Idaho Secretary of State for Company to be amended to reflect the withdrawal of Rokan Partners as a Manager and the resignation of Kantor as the registered agent of Company.

6. Assignment. Concurrently herewith, the Company, as the manager of each of the RV Companies, shall execute an assignment to transfer the Distributed Interest to Rokan Partners, effective January 1, 2013.

7. Member's Interest. Effective January 1, 2013, the books and records of each RV Company shall reflect the (i) Distributed Interest to Rokan Partners; and (ii) Rokan Partners membership interest of each of the RV Companies pursuant to the schedule attached hereto as Exhibit A.

8. Amendment to Operating Agreement for Company. The Operating Agreement of the Company shall be amended ("**Amendment Provisions**") to provide that (i) Page, as the sole remaining Manager of the Company, is authorized to act as the sole Manager of Company, with full authority, and any provisions in the Operating Agreement of the Company that require both Managers to approve or authorize any matters shall be amended provide that the sole Manager shall be entitled to approve or authorize such matters; (ii) replace Exhibit B of the Operating Agreement (Percentage Interests) with post-distribution Membership Interests of each member as set forth in Exhibit B attached hereto; and (iii) require that all management fees paid directly or indirectly by the RV Companies to the Company will be allocated solely to the Company and Rokan Partners shall not have any right to such management fees. Each of the Members of the Company, by their consent to this Agreement, agree (i) that the Amendment Provisions shall be binding on all of the Members of the Company as of the Effective Date; (ii) to the extent of a conflict between the Operating Agreement and the Amendment Provisions, the Amendment Provisions shall control, and (iii) to promptly execute and deliver an amendment to the Operating Agreement to effectuate the Amendment Provisions.

9. USDG Note – Company. Pursuant to Section 4.9 of the Operating Agreement of the Company, the Company is the holder of that certain U.S. Digital Gaming ("**USDG**") Note(s) and related USDG assets ("**USDG Assets**") that are being carried on the books and records of the Company. The USDG Assets are held by Company, as nominee, for the benefit of the Rokan Partners and the Michael E. Page 2008 Revocable Trust ("**Page Trust**"), one-half each. Rokan Partners and Page Trust do hereby authorize the Company to distribute the USDG Assets to Rokan Partners and Page Trust (one-half each), or alternatively continue to hold the USDG Assets as nominee solely for the benefit of Rokan Partners and Page Trust. Rokan Partners agrees and instructs the Company to pay one-half (1/2) of the note payable by Rokan Partners (approximately \$22,500) directly to the Page Trust from the Cash Payment to be paid to Rokan Partners under Section 2(b) above.

10. Anaconda Matters. Company is a party to certain litigation filed by Stiwllyn Inc., as plaintiff, against the Company and other parties named therein, in the District Court of Blaine County, Idaho and/or U.S. District Court. The parties commonly refer to such litigation as "**Anaconda Litigation**". Rokan Partners hereby agrees to remain liable for its proportionate share (based on its prior Percentage Interest of Company 24.80 percent) of any liability, claims or costs incurred by Company arising from or in connection with the Anaconda Litigation to the extent such costs exceed the \$75,000 currently reserved by the Company ("**Anaconda Reserve**"). If the costs of the Anaconda Litigation exceed the Anaconda Reserve, Rokan Partners authorizes the RV Companies to pay its proportionate share of the Anaconda Litigation costs directly from Rokan Partners distributions from the RV Companies. If the total cost of the Anaconda Litigation is less than the Anaconda Reserve, the Company will pay to Rokan Partners its proportionate share of the remaining Anaconda Reserve.

11. Continuation of Business:

(a) The business of Company shall be continued by its Members and the business of RV Companies shall be continued by its Members.

(b) Rokan Partners expressly acknowledges and agrees that it will have no further rights to any profits or distributions of the Company from any source (except as expressly provided herein with regard to the USDG Assets and Anaconda Litigation).

(c) Rokan Partners acknowledges that it will have no further or future interest in the business operations or future projects of the Company.

(d) For a period commencing on the Effective Date of this Agreement and continuing for twenty-four (24) calendar months thereafter, Rokan Partners agrees to continue to use the Company to provide property and entity management services for all projects currently being managed by Ventures. The fee and payment structure for such property management services shall remain as in affect on the Effective Date. Provided, however, if Rokan Partners sells any of its existing project(s) to an unrelated third party during such 24-month period, such third party buyer will not be required to retain the Company for property management services.

12. Release. Except as provided herein with respect to the USDG Assets and the Anaconda Litigation:

(a) The Company and Rokan Partners hereby release each other and their respective shareholders, members, managers, officers and employees from any and all claims, damages, liabilities or causes of action, whether known or unknown, arising out of the Company and/or the relationship among the Company and Rokan Partners.

(b) Rokan Partners accepts the Cash Payment and Distributed Interest in full and total satisfaction of its membership interest in the Company, and hereby waives any and all claims it may have against the Company, including without limitation its members, managers and employees.

13. Consent to Transfer Restrictions. The Manager of the Company, as the Manager of the RV Companies, has obtained all consents and approvals required from the Members of RV Companies for the transactions contemplated by this Agreement, and for Rokan Partners shall be treated as a Substitute Member of RV Companies as to the Distributed Interest.

14. General Provision:

(a) This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original of this Agreement and/or retransmission of any signed facsimile transmission shall be the same as delivery of an original.

(b) If any action is instituted hereafter to enforce any of the terms of this Agreement by the parties hereto, or if any party hereto is required to assert the terms of this Agreement as a defense to any action, the prevailing party in such action shall be entitled to recover from the other party a reasonable sum for its attorney's fees, plus reasonable costs and expenses of prosecuting or defending the action.

(c) This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

(d) Each party agrees to take such further actions and execute such instructions and documents as are necessary to effectuate the terms of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

COMPANY:

ROKAN VENTURES LLC,
an Idaho limited liability company

By: _____
Michael E. Page, Manager

ROKAN PARTNERS:

ROKAN PARTNERS, an Idaho limited
partnership

By: **ROKAN CORPORATION**, a
Delaware corporation, its General Partner

By: _____
Robert A. Kantor, President

KANTOR:

Robert A. Kantor, individually

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
1	REAL PROPERTY:								
2	265 Golden Eagle Dr. S., Hailey, ID 83333-5130				C				
3	Mackey Cabin				C	\$ 75,000			
4	INVESTMENT PROPERTY:								
5	Helm Station, Ketchum, ID	\$ 1,800,000	\$ 1,077,737	722,263				100% ownership - PKV	
6	US West (340 Lewis), Ketchum, ID	\$ 2,200,000	\$ 755,186	1,444,814				100% ownership - PKV	
7	The Meadows, Ketchum, ID - mobile home park (The Meadows, LLC)	\$10,822,709	\$ 5,500,000	5,322,709				RP	
8	The Meadows (Clear Creek - Development Land), Ketchum, ID	\$ 2,500,000	\$ 2,200,000	300,000				KF, LLC	
9	Broadford Road (Clear creek), Hailey, ID	\$ 350,000	\$ 400,000	(50,000)				KF, LLC	
10	The Ketchum Depot, Ketchum, ID	\$ 1,900,000	\$ 1,212,139	687,861				RP	
11	Enterprise Business Park, Flagstaff, AZ	\$ 1,750,000	\$ 1,106,552	643,448				RP	
12	200 Partners, LLC (Staples), Wenatchee, WA	\$ 2,730,000	\$ 846,952	1,881,048				RP	
13	R & R (540 N. 2nd Ave), Ketchum, ID (R & R, LLC)	\$ 1,250,000	\$ 900,000	350,000				RP	
14	Gateway, Wenatchee, WA (Gateway Properties, LLC (WA))	\$ 350,000	\$ 250,326	99,675				RP	
15	Shucks Auto, Boise, ID	\$ 1,000,000	\$ 733,887	266,113				RP	
16	CE, LLC (1221 Airport Way, Hailey, ID)	\$ 500,000		500,000				RP	
17	ORE House, Ketchum, ID (ORE House, LLC)	\$ 1,100,000	\$ 247,194	852,806				RP	
18	HP 28, Boise, ID	\$ 3,254,000	\$ 3,254,137	(137)				RP	
19								RP	
20	Lot 7, Block 4, Hailey, ID (Lot 7, Block 4, LLC)	\$ 200,000		200,000				RP	
21	Valley Center, Bellevue, ID (Valley Center, LLC)	\$ 500,000		500,000				RP	
22	Broadway Bob, Boise, ID	\$ 1,062,483	\$ 490,346	572,137				RP	
23	Mack Center, Hailey, ID	\$ 3,000,000	\$ 3,000,000					RP	
24	Friedman Park, Hailey, ID	\$ 1,100,000	\$ 1,100,000					RP	
25	Americana, Boise, ID	\$ 7,008,824	\$ 4,289,006	2,719,818				RP	
26	311 Land, Ketchum, ID	\$ 300,000	\$ 600,000	(300,000)				RP	
27	311 Building, Ketchum, ID	\$ 1,400,000	\$ 1,050,000	350,000				RP	
28	RSK Annex, Boise, ID	\$ 1,000,000	\$ 600,000	400,000				RP	
29	Goodwill, Pocatello, ID	\$ 1,200,000	\$ 878,000	322,000				RP	
30	711 N. Main Street, Hailey, ID	\$ 4,150,000	\$ 4,150,000					RP	
31	St Lukes, Boise, ID	\$24,200,000	\$15,337,939	8,862,061				RP	
32	Hood River Center, Hoodriver, OR	\$13,000,000	\$ 7,500,000	5,500,000				RP	

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EXHIBIT B

PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sondra Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
145	Partner's desk	\$ 8,250		8,250				Insurance list; Hutchins \$1000	
146	French Buffet	\$ 3,000		3,000				Hutchins	
147	Murano pedestal vases	\$ 250		250				Hutchins	
148	17th century clock	\$ 3,100		3,100				Hutchins	
149	Vintage wood buffet	\$ 850		850				Hutchins	
150	Steinway piano	\$ 30,000		30,000				Hutchins-Sell	
151	Jacobean chest	\$ 500		500		\$ 500		Hutchins said \$500, found one online in UK for 750 Pounds/\$1200/\$2350 Insurance list	
152	English Footbath	\$ 2,500		2,500				Insurance list-Ask Deanna Melin	
153	Huntzinger bed-master bedroom replacement value	\$ 10,000		10,000				L.A. Design Concepts, Ironies rep.	
154	Oriental bedstand table-left-	\$ 645		645		\$ 645		Hutchins	
155	Fujian Bedside table right	\$ 450		450		\$ 450		Hutchins	
156	Upright piano	\$ 450		450				sold	
157	Hawaiian pool table	\$ 2,000		2,000		\$ 2,000		Hutchins valued at \$2,000/Insurance valued at \$7,000 on 4/13/91	
158	Precor Stretch trainer	\$ 300		300	X		X	Hutchins	
159	Barbells	\$ 225		225					
160	Tectrix exercise bike	\$ 950		950			X		
161	Ab Scissor	\$ 80		80					
162	SST Stretch trainer	\$ 95		95					
163	Vectra Total Gym	\$ 3,000		3,000					
164	Precor walker	\$ 1,200		1,200			X		
165	Procor AMT Stepper	\$ 4,500		4,500		\$ 1,500			
166	Fishing rod collection			-	X				
167	Fishing flies			-	X				
168	Gun collection			-	X				
169	Watches if real	\$ 1,500		1,500	X				
170				-					
171	Furniture:			-					
172	Blue Sofa and Chair (Movie Room)			-	X				
173	Green Sofa (Upstairs Sitting Room)			-			X		
174	Living Room Suede Love Seat and Chairs			-					
175	Living Room Sofas			-					
176	Breakfast table and chairs			-					
177	Barstools (6)			-			X		
178	Dining Room Table and Chairs			-					

PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sondra Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
179	Library Chairs and Ottoman					\$ 500			
180	Oval Desk B of A	\$ 1,000		1,000		\$ 1,000		Hutchins	
181	Lamp in Shalom's room						X		
182	Sofa in Guest Sitting room								
183	Small desk/table in Upstrs Sitting								
184	Antique wing chair	\$ 6,750		6,750				Bob's office. insurance list	
185	Massage Chairs (2)	\$ 500		500		\$ 500			
186	Outdoor furniture				X		X	To be shared	
187	Desktop Computer in bob's Office				X				
188	Laptop computer in Kitchen (including music and family photos)						X		
	Art:								
189	Bronze "Go for Broke", library	\$ 2,500		2,500				Aron's	
190	Hat collection-5	\$ 1,500		1,500		\$ 1,500	\$ 1,500		
191	Peter Beard book	\$ 3,800		3,800			\$ 3,800		
192									
193	Trinh Nguyen Panels	\$ 15,000		15,000					
194	Inez Storer pieces	\$ 6,300		6,300			\$ 6,300		
195	Christiansen oil	\$ 8,000		8,000			\$ 8,000		
196	Fighting Lion	\$ 10,000		10,000		\$ 10,000		recently purchased for \$10,000.00	
197	Margeux Walter "Paperweight"	\$ 3,500		3,500			\$ 3,500		
198	Big Slot-Gonzales				X				
199	Cut Loose-Dan Snyder							Louise	
200	Crayons-Nathan Kane							Shalom	
201	Chewed Ruler-Steinberg				X			Louise	
202	Portrait of Navajo Code Talker, Gorman bronze				X			Louise	
203	Ceramic and Paper Fans, Luce						X		
204	Giraffe by Dentzel c. 1890	\$ 15,500		15,500		\$ 15,500		Insurance List; TBA	
205	Robert Henri	\$ 1,500		1,500		\$ 1,500		Insurance list; TBA-Louise	
206	Charcoal-H.C. Davies								
207	Hamburger in Paradise-Schindler	\$ 10,000		10,000	S	X			
208	Sitting Indian Woman, Gorman							TBA-Louise	
209	Silver Creek by Hugh Mossman				X				
210	Turbaned Woman, Oliviera	\$ 18,000					\$ 15,000		
210a	Red Encaustic, purchased from Gail Severn						X		
211	H.C. Davies "Hans Hoffman"				X				
212	"Close Together" by Karel Appel				X				
213	Ruth Litoff Photo Collages						X	See Insurance List	
214	"Gran Pêche" Gonzales						X	TBA Louise	
215	Three Collages-Weber						X	TBA-Louise/Suzanne	

PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sondra Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
216	Appel Sculpture Fish								
217	Appel Painting "Animal"							To Josh	
218	"Mother" Gorman							To Shalom	
219	H.C. Davies "At the Opera"					X			
220	H.C. Davies "Rainy Day"					X			
221	"Oven Day" Gonzales					X		TBA-Louise	
222	Moonlight Table, Steinberg					X		TBA-Louise	
223	Got Ya Covered, Pernie	\$ 750		750		\$ 750		Insurance List	
224	Large Photo "Film" collage, Litoff				X			TBA-Louise	
225	Various Prints as per Hutchins Appraisal				X				
226	Under The Bed, Gahan Wilson	\$ 2,500		2,500				Insurance List; TBA-Suzy FIND	
227	In the Mirror, Tooker	\$ 4,500		4,500				Insurance List; TBA-Suzy FIND	
228	Animation Cells by Ron Searle, from Dick Deadeye	\$ 2,000		2,000		\$ 2,000		Hutchins	
229	Feltus "Study 11"	\$ 650		650			\$ 650	Insurance List	
230	Dai Chang Portfolio-Lithos-	\$ 1,200		1,200				per Suzy Locke - Sell	
231	Picasso Etching				X				
232	Various Etchings				X				
233	African, American Indian, Latin American art Collection				X	X		Find Appraiser-Insurance List shows \$12535 total; Hutchins shows 1 basket as \$2800	
234	Carousel Horse, Green & Gold	\$ 7,000		7,000				Insurance List	
235	Carousel Horse, White/Lavender	\$ 7,000		7,000				Insurance List	
236	Appel Partners						X		
237	Robert's Art (Prices based on Robert's estimated values for 2004 Idaho Triennial):					\$ 50,000		Includes value of Item Nos. 238, 239, 241, 242, 245	
238	Camp Hope				X				
239	White Hope				X				
240	White Flower				X				
241	12 Hearts				X				
242	Thulies				X				
243	"L"								
244					X				
245	Consignment From I.Wolk:								
246	Balance in Black and White								
247									
248	Art in and around Kantor Home:								
249	Creation				X				
250	Flower (at Mary's)						X		
251	Louise's Breakfast				X				

PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sondra Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
252	Double Hearts Table			-	X				
253	Heart on Kitchen glass bar			-	X				
254	Living Room Mobile			-	X				
255	Elle			-			X		
256	Carpets:			-					
257	Hertz-Library	\$ 29,000		29,000				Insurance List	
258	Entryway-Persian wool-Malayer/Sarouk Wool 8'6" x 12'6" Large blue and old rose rosette, rose field	\$ 5,000		5,000		\$ 5,000		Insurance List	
259	Media Room-Large newer rug			-				TBA Terry Reid/Nancy Norris	
260	Great room-Tibetan refugees-			-				TBA Terry Reid/Nancy Norris	
261	Dining Room Rug			-				TBA Terry Reid/Nancy Norris	
262	Persian Silk Rug	\$ 1,000		1,000				Insurance List	
263	Belouchistan Wool rug, blue & brown	\$ 475		475				Insurance List	
264	Turkoman wool 3'7" x 4', old rose w/ blue lozenge	\$ 800		800				Insurance List	
265	Persian wool 4'10" x 7'7" Deep blue Field	\$ 2,500		2,500				Insurance list	
266	Persian Wool 5' x 7'3" Bijar Deep blue rectangular field with red small florates repetitive	\$ 2,250		2,250				Insurance List; Library under desk?	
267	Angolian Wool Mat 2' x 3'6" red serrated border w/ 3 orange geometrics	\$ 265		265				Insurance List	
268	Persian Kilim rug- 4'6" x 6'4" Rose & gold field w/ blue & ivory floriate	\$ 1,800		1,800				Insurance List	
269	Caucasian wool rug 3'7" x 6'2" deep blue field w/ vivid medallions	\$ 1,500		1,500				Insurance List	
270	Persian wool rug 4'4" x 6'2" Sky blue cartouche w/ ornate old rose and ivory medallion	\$ 950		950				Insurance List	
271	Heriz Rug Roumanar 7'3" x 18'2"	\$ 7,500		7,500				Insurance List--in storeroom, FIND	
272	Stark Carpet			-				Insurance List--in storeroom, FIND	
273	Outdoor Furniture:			-	X	X			
287				-					
288	Other:			-					
289	Jewelry in Sondra's possession	\$ 75,000		75,000	S		X	gifts	
290				-					
294	Exclusive Resorts			-	X	X			
295				-					

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Robert Kantor v. Sondra Kantor*
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
296				-					
297				-					
	Liabilities			-					
A	Wells Fargo Acct #...0590 (in Robert's name only)		\$ 38,581	(38,581)		\$ (38,581)		as of 10/10/11	
B	B of A Amex #8546/1632 (Sondra's)		\$ 40,000	(40,000)		\$ (40,000)			
C	B of A Visa #9719 (Sondra's)		\$ 18,000	(18,000)		\$ (18,000)			
D	Delta Amex #3006		\$ 4,000	(4,000)			X		
E	American Express Acct #...3-82002 (in Bob's name)		\$ 3,048	(3,048)	X			as of 10/10/11	
F	American Express Centuron Card (in Bob's name) Acct #. 6-81004		\$ 6,172	(6,172)	X			as of 9/19/11 Used to pay Sondra's attorney fees	
K	Situs Loan 3024A		\$ 2,104,886	(2,104,886)				entirely	
L	Situs 3156A		\$ 390,000	(390,000)				personal	
O	B of A Equity Line		\$ 1,000,000	(1,000,000)				2nd on home	
P	Attorneys Fees - Scot Ludwig			-	X				
Q	Stevens Pierce & Associates		\$ 7,500	(7,500)			X	expert fees	
	Steve Severn			-			X	expert fees	
U	US Bank		\$ 25,000	(25,000)					
V	Doctor - SF - Sondra		\$ 1,000	(1,000)			X		
W	Remaining fees owed to Cosh-Humphrey			-			X		
X				-					
	TOTAL ASSETS	96,436,396	64,912,641	31,523,755		75,564	40,408		
	DIFFERENCE			-				(35,156)	
	AMOUNT TO EQUALIZE					(17,578)	17,578		
	EQUALIZED COM. PROPERTY		Proof \$ 115,972			\$ 57,986	\$ 57,986		

Consent and Approval of Members

The Members of the Company do hereby consent to and approve the foregoing Agreement.

Michael E. Page, Trustee of the Michael E.
Page 2008 Revocable Trust

Monica Hanson

Josh Kantor

Tony St. George

EXHIBIT A
New Percentage Interests for RV Companies

Percentages of RV Companies

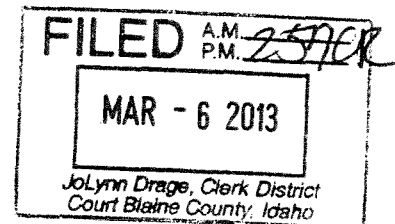
	Rokan Ventures	Rokan Partners	John Sofro	Rokan Ventures Remainder
Share of Rokan Ventures		24.800%	3.000%	
RV Hood River	35.000%	8.680%	1.050%	25.270%
RV Boise Bend	88.000%	21.824%	2.640%	63.536%
RV Rokan Americana	30.000%	7.440%	0.900%	21.660%
RV Idaho BB	80.500%	19.964%	2.415%	58.121%

EXHIBIT B
New Percentage Interests for Rokan Ventures

Rokan Ventures Ownership Percentages

	Old	New
Hanson, Monica	6.0%	8.31%
Kantor, Josh	8.7%	12.05%
Michael Edward Page 2008 Trust	45.7%	63.30%
Rokan Partners LP	24.8%	0.00%
St. George, Tony	11.8%	16.34%
John Sofro	3.0%	0.00%
Total	100.0%	100.00%
Total minus redeemed partners	72.2%	

SCOT M. LUDWIG
 DANIEL A. MILLER
 LUDWIG ♦ SHOUFLEER ♦ MILLER ♦ JOHNSON, LLP
 Attorneys at Law
 209 West Main Street
 Boise, ID 83702
 Telephone: 208-387-0400
 Facsimile: 208-387-1999
 ISB 3506
 ISB 3571



Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,)
)
 Plaintiff,)
)
 vs.)
)
 SONDRA LOUISE KANTOR,)
)
 Defendant.)

CASE NO. CV-2012-734

**AFFIDAVIT OF ROBERT
 ARON KANTOR**

STATE OF IDAHO)
) ss
 County of Blaine)

ROBERT ARON KANTOR, being first duly sworn upon oath, deposes and says:

1. I am the Plaintiff in this matter and I make this affidavit based upon my own personal

AFFIDAVIT OF ROBERT ARON KANTOR - 1

knowledge.

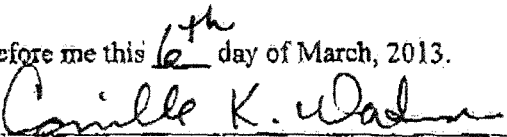
2. Attached hereto as Exhibit "A" is a true and correct copy of an e-mail I sent to Defendant and her attorney of record at the time, Stanley W. Welsh, on November 26, 2012 providing notice of the intent to sell Rokan Partner's share to Rokan Ventures.

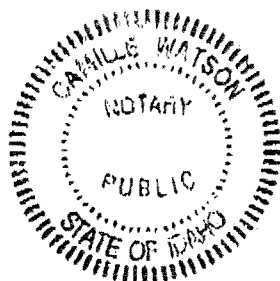
3. Attached hereto as Exhibit "B" is a true and correct copy of the attachment to the e-mail attached hereto as Exhibit "A".

DATED This 6 day of March, 2013.


ROBERT ARON KANTOR

SUBSCRIBED AND SWORN TO before me this 6th day of March, 2013.


Notary Public for Idaho
Residing at: Blaine County
Comm. Expires: 05-07-2013



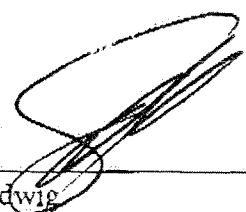
AFFIDAVIT OF ROBERT ARON KANTOR - 2

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of March, 2013, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)726-7313



Scot M. Ludwig

Dan Miller

From: robert kantor <rakantor@gmail.com>
Sent: Monday, November 26, 2012 10:37 AM
To: Scot Ludwig; Dan Miller; Stanley W. Welsh; Sondra Kantor
Subject: sale of RV
Attachments: NOTICE OF INTENT TO SELL ROKAN PARTNER'S SHARE OF ROKAN VENTURES.doc

Please see attached, this is to give you advanced notice even as the details are being worked out.



NOTICE OF INTENT TO SELL ROKAN PARTNERS' SHARE OF ROKAN VENTURES

To: Sondra Kantor and Stanley Welsh, attorney of record in the Divorce proceedings
From: Robert A Kantor, President Rokan Corporation

Pursuant to Paragraph 2.13 of the Property Settlement Agreement dated April 24, 2012, entered into by Robert Kantor Plaintiff and Sondra Kantor Defendant, Robert Kantor hereby notifies Sondra Kantor and her attorneys of the intent of Rokan Partners to sell all of Rokan Partners' interest in Rokan Ventures for a combination of cash and an assignment of certain interests held by Rokan Ventures and Rokan Partners in various real estate Limited Liability Companies.

A full copy of the purchase and sale agreement will be furnished to Sondra Kantor and her attorneys as it is finished. This sale is a result of Rokan Ventures refusal to participate in any further real estate deals so long as Rokan Partners remains an owner/participant. (a copy of the letter from Michael Page will be provided). If Rokan Partners refuses to sell its interest, Rokan Ventures will just cease to do any additional transactions and will be liquidated over some period of time.

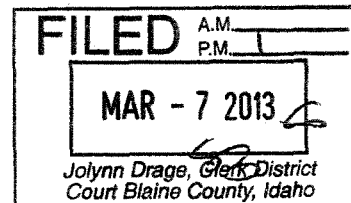
The cash price paid for the interest being sold is (or will be), in the opinion of Robert Kantor, the maximum possible value of Rokan Partner's share of the underlying assets of Rokan Ventures with no discount for the sale of a minority interest. In addition, Rokan Partners will be assigned its pro-rata share of every profits interest owned by Rokan Ventures at the time the transaction becomes effective.

Because of the continuing requirement of Rokan Partners for cash, the proceeds from this sale will assist with the ability of Rokan Partners to make capital distributions to the owners.



SCOT M. LUDWIG
 DANIEL A. MILLER
 LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP
 Attorneys at Law
 209 West Main Street
 Boise, ID 83702
 Telephone: 208-387-0400
 Facsimile: 208-387-1999
 ISB 3506
 ISB 3571

Attorneys for Plaintiff



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,

Plaintiff,

vs.

SONDRA LOUISE KANTOR,

Defendant.

CASE NO. CV-2012-734

AFFIDAVIT OF MICHAEL PAGE

STATE OF IDAHO)
) ss
 County of Blaine

MICHAEL PAGE, being first duly sworn upon oath, deposes and says:

1. I am the Manager of Roka Ventures, LLC and I make this affidavit based upon my

AFFIDAVIT OF MICHAEL PAGE - 1

MAR - 6 2013

own personal knowledge.

2. On March 5, 2013 it was brought to my attention by Plaintiff, Robert Aron Kantor, the Defendant, Sondra Louise Kantor, through her attorney of record has filed a Motion for a Temporary Restraining Order to block the redemption by the company of Rokan Partners LP's shares in Rokan Ventures, LLC.

3. I want to advise the Court that this transaction was fully executed and closed on Tuesday, February 26, 2013, with consideration paid and accepted and an effective date of January 1, 2012.

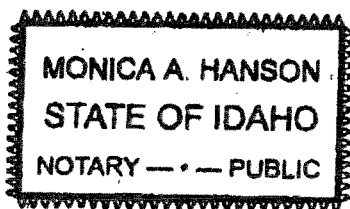
4. A full copy of this Agreement and the associated Agreements is attached hereto as Exhibit "A".

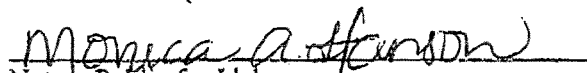
5. Attached hereto as Exhibit "B" is a copy of the letter I sent to Rokan Partners advising the entity no further business relationship would exist.

DATED This 6 day of March, 2013.


MICHAEL PAGE

SUBSCRIBED AND SWORN TO before me this 6 day of March, 2013.



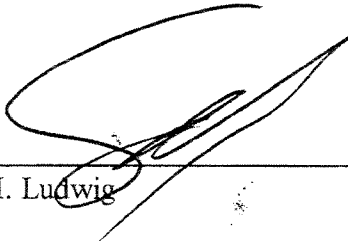

Notary Public for Idaho
Residing at: Starke ID
Comm. Expires: 11/29/2018

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of March, 2013, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)726-7313



Scot M. Ludwig

NP

**REDEMPTION AND FULL LIQUIDATION AGREEMENT
AND AUTHORIZING RESOLUTION**

ROKAN PARTNERS, LIMITED PARTNERSHIP
an Idaho limited partnership

and

ROKAN VENTURES, LLC
an Idaho limited liability company

THIS REDEMPTION AND FULL LIQUIDATION AGREEMENT AND AUTHORIZING RESOLUTION ("**Agreement**") is effective as of January 1, 2013 ("**Effective Date**") by and between Rokan Ventures LLC, an Idaho limited liability company ("**Company**") and Rokan Partners, Limited Partnership, an Idaho limited partnership ("**Rokan Partners**").

RECITALS

A. Rokan Partners currently holds a 24.80% membership interest in Company.

B. Company desires to distribute to Rokan Partners a cash payment and a membership interest in each of the following entities (each of which is an Idaho limited liability company): RV Hood River LLC, RV Boise Bend LLC, RV Rokan Americana LLC, and RV Idaho BB LLC (collectively, the "**RV Companies**"), in full redemption and complete liquidation of Rokan Partners membership interest in the Company.

C. The membership interest to be distributed to Rokan Partners in each of the RV Companies is set forth on Exhibit A attached hereto (collectively, "**Distributed Interest**").

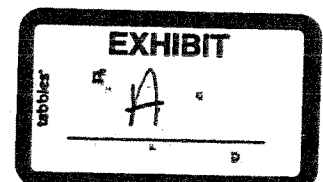
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency for which are hereby acknowledged, the parties hereto agree as follows:

1. Treatment of Distributions. The Distributed Interests in the RV Companies and the Cash Payment (as defined below) to Rokan Partners, as provided in this Agreement, shall be considered a full redemption and complete liquidation of all of Rokan Partners membership interest in the Company.

2. Distributions of Membership Interest. Company hereby agrees to distribute to Rokan Partners the Distributed Interest and Cash Payment (as set forth below) in complete liquidation of Rokan Partners interest in Company:

(a) The Distributed Interest in each of the RV Companies, as set forth on Exhibit A attached hereto.

(b) Cash payment in the amount of \$41,675.48 ("**Cash Payment**") to be paid concurrently herewith.



3. Acceptance of Distribution. Rokan Partners hereby accepts the Distributed Interest in the RV Companies and the Cash Payment in full redemption and complete liquidation of Rokan Partners interest in Company.

4. Substitute Member. It is agreed that Rokan Partners will be deemed to be a "substitute member" of each of the RV Companies with regard to the Distributed Interest for all purposes of the Operating Agreement for each RV Company.

5. Resignation. Concurrently herewith, Robert Kantor ("**Kantor**") does hereby resign (i) as a Manager of the Company; and (ii) as registered agent of the Company. Kantor agrees to execute any and all other documents necessary or convenient to carry out such resignations. Within five (5) business days after the Effective Date, Michael E. Page ("**Page**"), as the Manager of Company, shall cause the Articles of Organization filed with the Idaho Secretary of State for Company to be amended to reflect the withdrawal of Rokan Partners as a Manager and the resignation of Kantor as the registered agent of Company.

6. Assignment. Concurrently herewith, the Company, as the manager of each of the RV Companies, shall execute an assignment to transfer the Distributed Interest to Rokan Partners, effective January 1, 2013.

7. Member's Interest. Effective January 1, 2013, the books and records of each RV Company shall reflect the (i) Distributed Interest to Rokan Partners; and (ii) Rokan Partners membership interest of each of the RV Companies pursuant to the schedule attached hereto as Exhibit A.

8. Amendment to Operating Agreement for Company. The Operating Agreement of the Company shall be amended ("**Amendment Provisions**") to provide that (i) Page, as the sole remaining Manager of the Company, is authorized to act as the sole Manager of Company, with full authority, and any provisions in the Operating Agreement of the Company that require both Managers to approve or authorize any matters shall be amended provide that the sole Manager shall be entitled to approve or authorize such matters; (ii) replace Exhibit B of the Operating Agreement (Percentage Interests) with post-distribution Membership Interests of each member as set forth in Exhibit B attached hereto; and (iii) require that all management fees paid directly or indirectly by the RV Companies to the Company will be allocated solely to the Company and Rokan Partners shall not have any right to such management fees. Each of the Members of the Company, by their consent to this Agreement, agree (i) that the Amendment Provisions shall be binding on all of the Members of the Company as of the Effective Date; (ii) to the extent of a conflict between the Operating Agreement and the Amendment Provisions, the Amendment Provisions shall control, and (iii) to promptly execute and deliver an amendment to the Operating Agreement to effectuate the Amendment Provisions.

9. USDG Note – Company. Pursuant to Section 4.9 of the Operating Agreement of the Company, the Company is the holder of that certain U.S. Digital Gaming ("**USDG**") Note(s) and related USDG assets ("**USDG Assets**") that are being carried on the books and records of the Company. The USDG Assets are held by Company, as nominee, for the benefit of the Rokan Partners and the Michael E. Page 2008 Revocable Trust ("**Page Trust**"), one-half each. Rokan Partners and Page Trust do hereby authorize the Company to distribute the USDG Assets to Rokan Partners and Page Trust (one-half each), or alternatively continue to hold the USDG Assets as nominee solely for the benefit of Rokan Partners and Page Trust. Rokan Partners agrees and instructs the Company to pay one-half (1/2) of the note payable by Rokan Partners (approximately \$22,500) directly to the Page Trust from the Cash Payment to be paid to Rokan Partners under Section 2(b) above.

10. Anaconda Matters. Company is a party to certain litigation filed by Stiwlyn Inc., as plaintiff, against the Company and other parties named therein, in the District Court of Blaine County, Idaho and/or U.S. District Court. The parties commonly refer to such litigation as "**Anaconda Litigation**". Rokan Partners hereby agrees to remain liable for its proportionate share (based on its prior Percentage Interest of Company 24.80 percent) of any liability, claims or costs incurred by Company arising from or in connection with the Anaconda Litigation to the extent such costs exceed the \$75,000 currently reserved by the Company ("**Anaconda Reserve**"). If the costs of the Anaconda Litigation exceed the Anaconda Reserve, Rokan Partners authorizes the RV Companies to pay its proportionate share of the Anaconda Litigation costs directly from Rokan Partners distributions from the RV Companies. If the total cost of the Anaconda Litigation is less than the Anaconda Reserve, the Company will pay to Rokan Partners its proportionate share of the remaining Anaconda Reserve.

11. Continuation of Business:

(a) The business of Company shall be continued by its Members and the business of RV Companies shall be continued by its Members.

(b) Rokan Partners expressly acknowledges and agrees that it will have no further rights to any profits or distributions of the Company from any source (except as expressly provided herein with regard to the USDG Assets and Anaconda Litigation).

(c) Rokan Partners acknowledges that it will have no further or future interest in the business operations or future projects of the Company.

(d) For a period commencing on the Effective Date of this Agreement and continuing for twenty-four (24) calendar months thereafter, Rokan Partners agrees to continue to use the Company, and/or its subsidiaries, to provide property and entity management services for all projects currently being managed by Ventures and/or its subsidiaries unless such termination is for cause as per the individual management agreements. The fee and payment structure for such property management services shall remain as in affect on the Effective Date. Provided, however, if Rokan Partners sells any of its existing project(s) to an unrelated third party during such 24-month period, such third party buyer will not be required to retain the Company for property management services.

12. Release. Except as provided herein with respect to the USDG Assets and the Anaconda Litigation:

(a) The Company and Rokan Partners hereby release each other and their respective shareholders, members, managers, officers and employees from any and all claims, damages, liabilities or causes of action, whether known or unknown, arising out of the Company and/or the relationship among the Company and Rokan Partners.

(b) Rokan Partners accepts the Cash Payment and Distributed Interest in full and total satisfaction of its membership interest in the Company, and hereby waives any and all claims it may have against the Company, including without limitation its members, managers and employees.

uf

13. Consent to Transfer Restrictions. The Manager of the Company, as the Manager of the RV Companies, has obtained all consents and approvals required from the Members of RV Companies for the transactions contemplated by this Agreement, and for Roka Partners shall be treated as a Substitute Member of RV Companies as to the Distributed Interest.

14. General Provision:

(a) This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original of this Agreement and/or retransmission of any signed facsimile transmission shall be the same as delivery of an original.

(b) If any action is instituted hereafter to enforce any of the terms of this Agreement by the parties hereto, or if any party hereto is required to assert the terms of this Agreement as a defense to any action, the prevailing party in such action shall be entitled to recover from the other party a reasonable sum for its attorney's fees, plus reasonable costs and expenses of prosecuting or defending the action.

(c) This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

(d) Each party agrees to take such further actions and execute such instructions and documents as are necessary to effectuate the terms of this Agreement.


[Signature Page to Follow]

40

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

COMPANY:

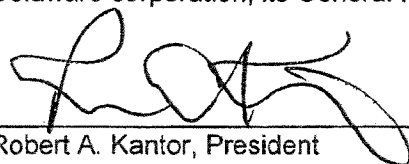
ROKAN VENTURES LLC,
an Idaho limited liability company

By: 
Michael E. Page, Manager


ROKAN PARTNERS:

ROKAN PARTNERS, an Idaho limited partnership

By: **ROKAN CORPORATION,** a
Delaware corporation, its General Partner

By: 
Robert A. Kantor, President

KANTOR:

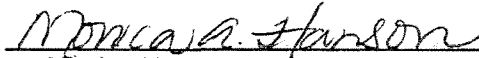

Robert A. Kantor, individually

Consent and Approval of Members

The Members of the Company do hereby consent to and approve the foregoing Agreement.



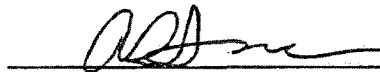
Michael E. Page, Trustee of the Michael E.
Page 2008 Revocable Trust



Monica Hanson



Josh Kantor



Tony St. George

mf

EXHIBIT A
New Percentage Interests for RV Companies

Percentages of RV Companies

	Rokan Ventures	Rokan Partners	John Soffro	Rokan Ventures Remainder
Share of Rokan Ventures		24.800%	3.000%	
RV Hood River	35.000%	8.680%	1.050%	25.270%
RV Boise Bend	88.000%	21.824%	2.640%	63.536%
RV Rokan Americana	30.000%	7.440%	0.000%	22.560%
RV Idaho BB	80.500%	19.964%	2.415%	58.121%

EXHIBIT B
New Percentage Interests for Rokan Ventures

Rokan Ventures Ownership Percentages

	Old	New
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Kantor, Josh	8.7%	12.05%
Michael Edward Page 2008 Trust	45.7%	63.30%
Rokan Partners LP	24.8%	0.00%
St. George, Tony	11.8%	16.34%
John Sofro	3.0%	0.00%
Total	100.0%	100.00%
Total minus redeemed partners	72.2%	

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

(RV ROKAN AMERICANA)

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST ("**Assignment**") is entered into effective as of the 1st day of January, 2013 ("**Effective Date**"), by and between RV Rokan Americana LLC, an Idaho limited liability company ("**RV Rokan Americana**"), Rokan Ventures LLC, an Idaho limited liability company ("**Ventures**") and Rokan Partners Limited Partnership, an Idaho limited partnership ("**Rokan Partners**").

RECITALS

A. Rokan Partners holds a 24.80 percent membership interest in Ventures (the "**Rokan Partners Membership Interest**") pursuant to the Operating Agreement of Ventures, effective as of January 1, 2011 (the "**Ventures Operating Agreement**").

B. Ventures, Rokan Partners, and Wali Investments LLC ("**Wali**") are the members of RV Rokan Americana pursuant to that certain Operating Agreement effective as of December 1, 2011 ("**RV Rokan Americana Operating Agreement**");

C. Rokan Partners and Ventures entered into that certain Agreement for Redemption, Liquidation and Partial Distribution and Authorizing Resolution effective as of January 1, 2013 ("**Distribution Agreement**") whereby Ventures agreed to distribute to Rokan Partners a 7.440 percentage membership interest in RV Rokan Americana ("**RV Distributed Interest**") in distribution and liquidation of Rokan Partners Membership Interest.

D. Ventures desires to assign to Rokan Partners the RV Distributed Interest, as a redemption and liquidation of Rokan Partners Membership Interest, and Rokan Partners desires to accept the RV Distributed Interest, as a redemption and liquidation of its interest in Ventures, and to assume all the rights and obligations arising under the RV Operating Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein and recitals set forth above, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Effective as of the Effective Date, Ventures hereby assigns and conveys to Rokan Partners the RV Distributed Interest, together with any and all other rights with respect thereto arising under the RV Operating Agreement. Ventures covenants and warrants to Rokan Partners that the RV Distributed Interest is free and clear of any encumbrances or claims of any third party.

2. **Assumption.** Effective as of the Effective Date, Rokan Partners hereby assumes the RV Distributed Interest, together with any and all rights with respect thereto arising under the RV Operating Agreement.

3. **RV Roka Americana Consent.** RV Roka Americana hereby (i) consents to the assignment of the RV Distributed Interests to Roka Partners, and (ii) agrees that Roka Partners shall be deemed to be a "substitute member" of RV Roka Americana as to the RV Distributed Interest.

4. **Attorneys' Fees.** In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Assignment or documents related thereto, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other party in settlement of claims asserted by that party.

5. **Succession.** This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Idaho.

7. **Time.** Time is of the essence of this Assignment.

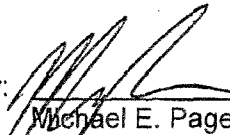
8. **Counterparts.** This Assignment may be executed in any number of counterparts, and once so executed by all parties hereto each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the Effective Date.

COMPANY:

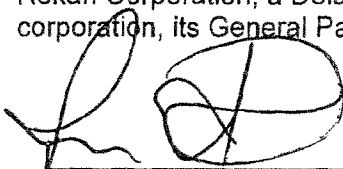
ROKAN VENTURES LLC,
an Idaho limited liability company

By: 
Michael E. Page
Manager

ROKAN PARTNERS:

**ROKAN PARTNERS LIMITED
PARTNERSHIP,** an Idaho limited partnership


By: Rokan Corporation, a Delaware
corporation, its General Partner

By: 
Robert A. Karjor, President

RV IDAHO:

RV ROKAN AMERICANA LLC,
an Idaho limited liability company

By: Rokan Ventures LLC, Manager

By: 
Michael E. Page, Manager

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

(RV IDAHO BB)

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST ("**Assignment**") is entered into effective as of the 1st day of January, 2013 ("**Effective Date**"), by and between RV Idaho BB LLC, an Idaho limited liability company ("**RV Idaho**"), Rokan Ventures LLC, an Idaho limited liability company ("**Ventures**") and Rokan Partners Limited Partnership, an Idaho limited partnership ("**Rokan Partners**").

RECITALS

A. Rokan Partners holds a 24.80 percent membership interest in Ventures (the "**Rokan Partners Membership Interest**") pursuant to the Operating Agreement of Ventures, effective as of January 1, 2011 (the "**Ventures Operating Agreement**").

B. Ventures, John Alan LLC and Wali Investments LLC ("**Wali**") are the members of RV Idaho pursuant to that certain Operating Agreement effective as of January 1, 2011 ("**RV Idaho Operating Agreement**");

C. Rokan Partners and Ventures entered into that certain Agreement for Redemption, Liquidation and Partial Distribution and Authorizing Resolution effective as of January 1, 2013 ("**Distribution Agreement**") whereby Ventures agreed to distribute to Rokan Partners a 19.964 percentage membership interest in RV Idaho ("**RV Distributed Interest**") in distribution and liquidation of Rokan Partners Membership Interest.

D. Ventures desires to assign to Rokan Partners the RV Distributed Interest, as a redemption and liquidation of Rokan Partners Membership Interest, and Rokan Partners desires to accept the RV Distributed Interest, as a redemption and liquidation of its interest in Ventures, and to assume all the rights and obligations arising under the RV Operating Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein and recitals set forth above, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Effective as of the Effective Date, Ventures hereby assigns and conveys to Rokan Partners the RV Distributed Interest, together with any and all other rights with respect thereto arising under the RV Operating Agreement. Ventures covenants and warrants to Rokan Partners that the RV Distributed Interest is free and clear of any encumbrances or claims of any third party.

2. **Assumption.** Effective as of the Effective Date, Rokan Partners hereby assumes the RV Distributed Interest, together with any and all rights with respect thereto arising under the RV Operating Agreement.

3. **RV Idaho Consent.** RV Idaho hereby (i) consents to the assignment of the RV Distributed Interests to Roka Partners, and (ii) agrees that Roka Partners shall be deemed to be a "substitute member" of RV Idaho as to the RV Distributed Interest.

4. **Attorneys' Fees.** In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Assignment or documents related thereto, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other party in settlement of claims asserted by that party.

5. **Succession.** This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Idaho.

7. **Time.** Time is of the essence of this Assignment.

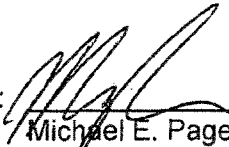
8. **Counterparts.** This Assignment may be executed in any number of counterparts, and once so executed by all parties hereto each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the Effective Date.

COMPANY:

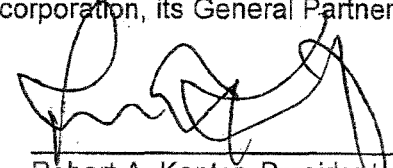
ROKAN VENTURES LLC,
an Idaho limited liability company

By: 
Michael E. Page
Manager

ROKAN PARTNERS:

**ROKAN PARTNERS LIMITED
PARTNERSHIP,** an Idaho limited partnership

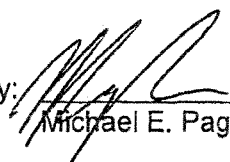
By: Rokan Corporation, a Delaware
corporation, its General Partner

By: 
Robert A. Kantor, President

RV IDAHO:

RV IDAHO BB LLC,
an Idaho limited liability company

By: Rokan Ventures LLC, Manager

By: 
Michael E. Page, Manager

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

(RV HOOD RIVER)

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST ("**Assignment**") is entered into effective as of the 1st day of January, 2013 ("**Effective Date**"), by and between RV Hood River LLC, an Idaho limited liability company ("**RV Hood River**"), Rokan Ventures LLC, an Idaho limited liability company ("**Ventures**") and Rokan Partners Limited Partnership, an Idaho limited partnership ("**Rokan Partners**").

RECITALS

A. Rokan Partners holds a 24.80 percent membership interest in Ventures (the "**Rokan Partners Membership Interest**") pursuant to the Operating Agreement of Ventures, effective as of January 1, 2011 (the "**Ventures Operating Agreement**").

B. Ventures, John Alan LLC, The Michael Edward Page 2008 Revocable Trust, Rokan Partners, and Wali Investments LLC are the members of RV Hood River pursuant to that certain Operating Agreement effective as of August 24, 2009 ("**RV Hood River Operating Agreement**") and subsequent assignments;

C. Rokan Partners and Ventures entered into that certain Agreement for Redemption, Liquidation and Partial Distribution and Authorizing Resolution effective as of January 1, 2013 ("**Distribution Agreement**") whereby Ventures agreed to distribute to Rokan Partners a 8.680 percentage membership interest in RV Hood River ("**RV Distributed Interest**") in distribution and liquidation of Rokan Partners Membership Interest.

D. Ventures desires to assign to Rokan Partners the RV Distributed Interest, as a redemption and liquidation of Rokan Partners Membership Interest, and Rokan Partners desires to accept the RV Distributed Interest, as a redemption and liquidation of its interest in Ventures, and to assume all the rights and obligations arising under the RV Operating Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein and recitals set forth above, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Effective as of the Effective Date, Ventures hereby assigns and conveys to Rokan Partners the RV Distributed Interest, together with any and all other rights with respect thereto arising under the RV Operating Agreement. Ventures covenants and warrants to Rokan Partners that the RV Distributed Interest is free and clear of any encumbrances or claims of any third party.

2. **Assumption.** Effective as of the Effective Date, Rokan Partners hereby assumes the RV Distributed Interest, together with any and all rights with respect thereto arising under the RV Operating Agreement.

3. **RV Hood River Consent.** RV Hood River hereby (i) consents to the assignment of the RV Distributed Interests to Rokan Partners, and (ii) agrees that Rokan Partners shall be deemed to be a "substitute member" of RV Hood River as to the RV Distributed Interest.

4. **Attorneys' Fees.** In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Assignment or documents related thereto, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other party in settlement of claims asserted by that party.

5. **Succession.** This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Idaho.

7. **Time.** Time is of the essence of this Assignment.


8. **Counterparts.** This Assignment may be executed in any number of counterparts, and once so executed by all parties hereto each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the Effective Date.

COMPANY:

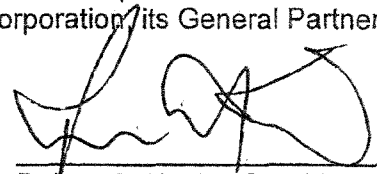
ROKAN VENTURES LLC,
an Idaho limited liability company

By: 
Michael E. Page
Manager

ROKAN PARTNERS:

ROKAN PARTNERS LIMITED
PARTNERSHIP, an Idaho limited partnership

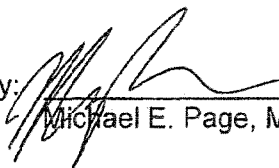
By: Rokan Corporation, a Delaware
corporation, its General Partner

By: 
Robert A. Kantor, President

RV HOOD RIVER:

RV HOOD RIVER LLC,
an Idaho limited liability company

By: Rokan Ventures LLC, Manager

By: 
Michael E. Page, Manager

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

(RV BOISE BEND)

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST ("**Assignment**") is entered into effective as of the 1st day of January, 2013 ("**Effective Date**"), by and between RV Boise Bend LLC, an Idaho limited liability company ("**RV Boise Bend**"), Rokan Ventures LLC, an Idaho limited liability company ("**Ventures**") and Rokan Partners Limited Partnership, an Idaho limited partnership ("**Rokan Partners**").

RECITALS

A. Rokan Partners holds a 24.80 percent membership interest in Ventures (the "**Rokan Partners Membership Interest**") pursuant to the Operating Agreement of Ventures, effective as of January 1, 2011 (the "**Ventures Operating Agreement**").

B. Ventures, John Alan LLC and Wali Investments LLC ("**Wali**") are the members of RV Boise Bend pursuant to that certain Operating Agreement effective as of March 1, 2011 ("**RV Boise Bend Operating Agreement**") and subsequent assignments;

C. Rokan Partners and Ventures entered into that certain Agreement for Redemption, Liquidation and Partial Distribution and Authorizing Resolution effective as of January 1, 2013 ("**Distribution Agreement**") whereby Ventures agreed to distribute to Rokan Partners a 21.824 percentage membership interest in RV Boise Bend ("**RV Distributed Interest**") in distribution and liquidation of Rokan Partners Membership Interest.

D. Ventures desires to assign to Rokan Partners the RV Distributed Interest, as a redemption and liquidation of Rokan Partners Membership Interest, and Rokan Partners desires to accept the RV Distributed Interest, as a redemption and liquidation of its interest in Ventures, and to assume all the rights and obligations arising under the RV Operating Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein and recitals set forth above, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Effective as of the Effective Date, Ventures hereby assigns and conveys to Rokan Partners the RV Distributed Interest, together with any and all other rights with respect thereto arising under the RV Operating Agreement. Ventures covenants and warrants to Rokan Partners that the RV Distributed Interest is free and clear of any encumbrances or claims of any third party.

2. **Assumption.** Effective as of the Effective Date, Rokan Partners hereby assumes the RV Distributed Interest, together with any and all rights with respect thereto arising under the RV Operating Agreement.

3. **RV Boise Bend Consent.** RV Boise Bend hereby (i) consents to the assignment of the RV Distributed Interests to Rokan Partners, and (ii) agrees that Rokan Partners shall be deemed to be a "substitute member" of RV Boise Bend as to the RV Distributed Interest.

4. **Attorneys' Fees.** In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Assignment or documents related thereto, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other party in settlement of claims asserted by that party.

5. **Succession.** This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Idaho.

7. **Time.** Time is of the essence of this Assignment.

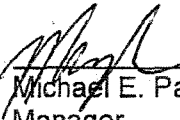
8. **Counterparts.** This Assignment may be executed in any number of counterparts, and once so executed by all parties hereto each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the Effective Date.

COMPANY:

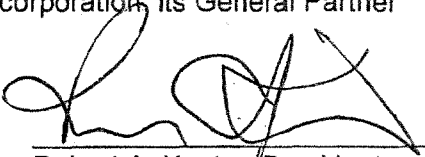
ROKAN VENTURES LLC,
an Idaho limited liability company

By: 
Michael E. Page
Manager

ROKAN PARTNERS:

**ROKAN PARTNERS LIMITED
PARTNERSHIP,** an Idaho limited partnership

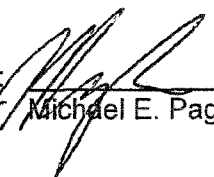
By: Rokan Corporation, a Delaware
corporation, its General Partner

By: 
Robert A. Kantor, President

RV BOISE BEND:

RV BOISE BEND LLC,
an Idaho limited liability company

By: Rokan Ventures LLC, Manager

By: 
Michael E. Page, Manager

ROKAN VENTURES LLC

October 29, 2012

Robert Kantor
Rokan Partners
PO Box 1271
Ketchum, ID 83340

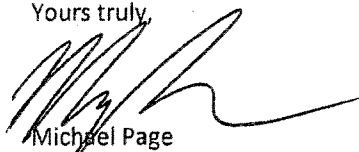
Dear Bob,

Over the past two years our relationship has successfully syndicated the Hood River, Boise Bend and Idaho BB properties, along with continuing to operate our property and entity management businesses. During that same period of time the financial health and corporate governance of Rokan Partners has deteriorated to a point where I am no longer comfortable creating new ventures/syndications in partnership with Rokan Partners. Unfortunately, that leaves us with two options for moving forward:

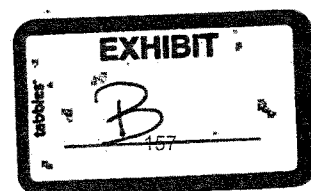
- 1) The first and preferred option is to buy Rokan Partners out of Rokan Ventures. The purchase price would consist of a share of the individual upside companies that Rokan Ventures LLC owns, and a cash payment representing your proportional share of the remaining equity in the company.
- 2) The second option would be to dissolve the company according to the terms of the operating agreement.

While both options result in the same effective position for Rokan Partners, the first option is easier on the long term employees of the company, our ongoing relationship, and the continued management of the companies in the portfolio, many of which are controlled by Rokan Partners. It is my hope that we can successfully work through these issues in a timely basis and look forward to continuing our relationship on a stronger foundation.

Yours truly,

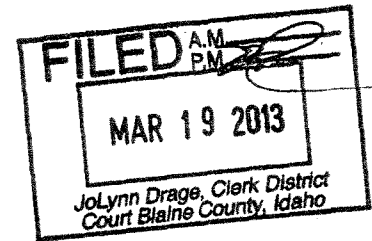

Michael Page
Manager
Rokan Ventures LLC

PO Box 1271, Ketchum, Idaho 83340 • 208.726.1780



SCOT M. LUDWIG
DANIEL A. MILLER
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506
ISB 3571

Attorneys for Plaintiff



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,)	
)	
Plaintiff,	)	CASE NO. CV-2012-734
)	
vs.	)	PLAINTIFF'S MEMORANDUM IN
	)	SUPPORT OF MOTION FOR
SONDRA LOUISE KANTOR,	)	PARTIAL SUMMARY JUDGMENT
)	
Defendant.)	
)	

COMES NOW the Plaintiff, ROBERT ARON KANTOR, by and through his attorney of record, Scot M. Ludwig of Ludwig Shoufler Miller Johnson, LLP, Boise, Idaho and hereby submits this Memorandum to the Court in support of Plaintiff's Motion for Partial Summary Judgment.

PLAINTIFF'S MEMORANDUM IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT -1

UNDISPUTED FACTS

1. Plaintiff (Robert) and Defendant (Sondra) were divorced pursuant to a Judgment entered in Blaine County, Idaho, case number 2011-0000525, on April 30, 2012.¹

2. Prior to the entry of the Judgment of Divorce, Robert and Sondra entered into a Property Settlement Agreement (PSA) resolving the division of the couple's property and debt.² Attached to the PSA was a Property and Debt Schedule (PDS). Pursuant to the PSA, Robert was responsible for payment of the debts listed as items A, B, C, E, F and P on the PDS.³

3. The PSA provided for the sale of the parties' community residence located at 265 Golden Eagle Drive, Hailey, Idaho. Golden Eagle Drive was to be sold as soon as reasonably possible.⁴ The PSA required Sondra and Robert to "make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement."⁵

4. At the time of the filing of Robert's Complaint, 265 Golden Eagle Drive had debt secured against it of \$3,450,000.00 on a first mortgage and \$1,150,000.00 on a second mortgage.⁶ The fair market value of Golden Eagle Drive was \$2,500,000.00 and Golden Eagle Drive had been

¹Affidavit of Robert Aron Kantor In Support of Motion for Temporary Restraining Order (Hereinafter Robert Kantor Affidavit), ¶3; Exhibit A to Robert Kantor Affidavit.

²Robert Kantor Affidavit, ¶3; Exhibit B to Robert Kantor Affidavit.

³Exhibit B to Robert Kantor Affidavit, §17.01 of the PSA.

⁴Exhibit B to Robert Kantor Affidavit, §5.01 of the PSA.

⁵Exhibit B to Robert Kantor Affidavit, §25 of the PSA.

⁶Robert Kantor Affidavit, ¶2.

on the market for two years.⁷

5. The PSA recites that Robert and Sondra had read the PSA and understood its terms. The PSA also states that the parties agreement was reached “without undue influence or fraud or coercion or misrepresentation or for any other like cause.”⁸

6. On September 22, 2012, Mitchel and Gwyn August made an offer to purchase 265 Golden Eagle Drive for \$2,400,000.00.⁹ At the time of the August’s offer Golden Eagle Drive was in foreclosure.¹⁰ Robert negotiated an agreement with the secured creditor’s agent (Dignified Transitions Solutions) that allowed for the sale of Golden Eagle Drive for \$2,400,000.00, and Robert and Sondra would be relieved of any deficiency liability on the first and second mortgages with Bank of America.¹¹

7. Sondra refused to sign the August’s offer until Robert was willing to make some concessions regarding the PSA.¹²

8. As a result of Sondra’s demand for resolution of what she believed were outstanding issues, Robert and Sondra entered into a settlement agreement on September 26, 2012, (Settlement

⁷Robert Kantor Affidavit, ¶2.

⁸Exhibit B to Robert Kantor Affidavit, §§28.01, 28.02 of the PSA.

⁹Affidavit of Scot M. Ludwig In Support of Plaintiff’s Motion for Partial Summary Judgment, Exhibit A (hereinafter Sondra Kantor Depo. Tr.), pg. 29, ll. 17-pg. 32, ll. 8; Exhibit 4 to Sondra Kantor Depo. Tr.

¹⁰Id.

¹¹Robert Kantor Affidavit, ¶5.

¹²Sondra Kantor Depo. Tr., pg. 32, ll. 9-pg. 34, ll. 15; Exhibit 5 to Sondra Kantor Depo. Tr.

Agreement) whereby Sondra agreed to immediately sign all documents necessary for the sale of Golden Eagle Drive and all documents necessary to close the sale of said property.¹³

9. Pursuant to the Settlement Agreement, Robert and Sondra resolved all of the disputes they were having regarding the transfer of air miles from Robert to Sondra.¹⁴ Sondra and Robert agreed that Sondra would receive 250,000 points from Robert's Wells Fargo account. The Wells Fargo points would be transferred when Sondra desired to use them and the parties would participate in a joint phone call to Wells Fargo to facilitate Sondra's use of the points.¹⁵

10. On October 11, 2012, Robert initiated the pending action by filing a Complaint and a Motion for Temporary Restraining Order. Robert was seeking damages and injunctive relief for Sondra's breach of the PSA and the Settlement Agreement related to Sondra's refusal to sign documents necessary to effectuate the sale of Golden Eagle Drive. In his application for a Temporary Restraining Order Robert testified that Sondra was refusing to sign an extension document that was necessary to keep the August's offer on Golden Eagle Drive viable.¹⁶ Robert had signed the extension, however, Sondra refused to sign the extension unless Robert paid her the sum of \$10,000.00.¹⁷

11. Sondra signed the extension document after having knowledge of the filing Robert's

¹³Robert Kantor Affidavit, ¶7; Exhibit D to Robert Kantor Affidavit.

¹⁴Exhibit D to Robert Kantor Affidavit, ¶3 of the Settlement Agreement.

¹⁵Id.

¹⁶Robert Kantor Affidavit, ¶6.

¹⁷Id.

Complaint and Motion for Temporary Restraining Order.¹⁸

12. On November 21, 2012, Sondra filed an Answer and Counterclaim. In her Counterclaim she alleged that Robert breached the PSA because he had:

- a. Failed to pay the obligations listed as items A, B, C, E and F of the PDS; and
- b. Failed to transfer one half of the air miles to Sondra pursuant to the PSA.¹⁹

10. Sondra also alleged in her Counterclaim that Robert had committed fraud by:

- a. Utilizing entities as a maze to hide, conceal, and avoid lawful obligations owed by him to Sondra; and

- b. Making false representations as to the value, assets, income and expenses of business entities and that these false statements were material to Sondra in that Sondra relied upon the false statements to enter into the PSA.²⁰

11. Sondra's deposition was taken on February 19, 2013. Sondra testified to the following facts under oath:

- a. Items A, E and F of the PDS should not have been included in her Counterclaim.²¹

- b. With respect to items B and C of the PDS there is no contractual obligation that Robert pay those debts in full by a certain date, and there is no evidence that there are delinquent

¹⁸Sondra Kantor Depo. Tr., pg. 36, ll. 1-18.

¹⁹Answer and Counterclaim, ¶¶8, 17-19, 21.

²⁰Answer and Counterclaim, ¶¶32-43.

²¹Sondra Kantor Depo. Tr., pg. 6, ll. 11-pg. 8, ll. 7; pg. 10, ll. 13-20.

payments related to those two items.²²

c. The parties entered into the Settlement Agreement dated September 26, 2012, and the Settlement Agreement was executed by the parties long before Sondra filed her Counterclaim.²³ The Settlement Agreement clearly addressed air miles.²⁴ Sondra admitted that upon execution of the Settlement Agreement the air miles issue was resolved.²⁵

d. Sondra has no knowledge or evidence of any acts of fraud committed by Robert. Sondra could not give one example of fraudulent conduct or misrepresentation committed by Robert.²⁶

e. Sondra's counsel stated on the record that the fraud count should be dismissed.²⁷

f. When Sondra signed the PSA she had read sections 28.01 and 28.02 of the PSA, and prior to signing the PSA she had the benefit of numerous professionals acting as her consultants, including a very experienced and reputable divorce attorney.²⁸ Sondra has not

²²Sondra Kantor Depo. Tr., pg. 9, ll. 1-16.

²³Sondra Kantor Depo. Tr., pg. 11, ll. 5-pg. 12, ll. 16.

²⁴Exhibit 2 to Sondra Kantor Depo. Tr., ¶3 of the Settlement Agreement.

²⁵Sondra Kantor Depo. Tr., pg. 34, ll. 9-pg. 35, ll. 15.

²⁶Sondra Kantor Depo. Tr., pg. 14, ll. 18-pg. 22, ll. 12.

²⁷Sondra Kantor Depo. Tr., pg. 16, ll. 7-12.

²⁸Sondra Kantor Depo. Tr., pg. 17, ll. 20-pg. 19, ll. 24; pg. 21, ll. 12-pg. 22, ll. 7; Exhibit 1 to Sondra Kantor Depo. Tr., §§28.01-28.02 of the PSA.

discovered any evidence post Divorce that would lead her to believe Robert committed fraud.²⁹

h. Sondra sent an email to Marshall and Arlene Bennett on February 3, 2013. That email states in part: "The dust is beginning to settle, and there are some wrongs that I must right. One of those wrongs is some of what I have said about fraudulent actions by Bob against me. In the lawsuits he filed against me recently, I made a claim of fraud on his part, at the advice of my attorney. This claim has no evidence to support it, and I am withdrawing it. My expressions to you, born of anger and fear, have caused distress and possible business harm to Bob...This is an important part of any settlement of the lawsuits, and the relationship, between Bob and I."³⁰

i. Sondra admitted that she doesn't have any documentation that would support a fraud case against Robert.³¹

j. Sondra admitted that she held up signing documents necessary to effectuate the sale of the Golden Eagle Drive as leverage against Robert, and it was that leverage play that led to the execution of the Settlement Agreement.³²

k. Sondra attempted another leverage play against Robert and it was that act that led to the filing of the Robert's lawsuit.³³

²⁹Sondra Kantor Depo. Tr., pg. 22, ll. 8-12.

³⁰Sondra Kantor Depo. Tr., pg. 22, ll. 16-pg. 24, ll. 4; Exhibit 3 to Sondra Kantor Depo. Tr.

³¹Sondra Kantor Depo. Tr., pg. 37, ll. 7-16.

³²Sondra Kantor Depo. Tr., pg. 34, ll. 9-pg. 35, ll. 15; Exhibit 5 to Sondra Kantor Depo. Tr.

³³Sondra Kantor Depo. Tr., pg. 35, ll. 16-pg. 36, ll. 18; Exhibits 6 and 7 to Sondra Kantor Depo. Tr.

LEGAL STANDARDS

In a summary judgment proceeding the Court must construe all disputed facts in favor of the non-moving party, and must draw all reasonable inferences and conclusions supported by the record in favor of the party opposing the motion. *Mickelsen v. Broadway Ford, Inc.*, 280 P.3d 176, 179 (2012). However, summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c).

The elements for breach of contract are the existence of a contract, the breach of the contract, the breach caused damages, and the amount of the damages. *Mosell Equities, LLC v. Berryhill & Co.*, 2013 Ida. LEXIS 51 (2013).

Parties may resolve contractual disputes via settlement agreements and those settlement agreements act to modify the parties original contract. *Apple's Mobile Catering, LLC v. O'Dell*, 149 Idaho 211, 215-216, 233 P.3d 142, 146-147 (2010).

The elements of fraud are as follows: (1) a statement of fact; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity; (5) the speaker's intent to induce reliance; (6) the hearer's ignorance of the falsity of the statement; (7) reliance by the hearer; (8) the hearer's right to rely; and (9) consequent and proximate injury. *In Re Estate of Ortega*, 2012 Ida. Lexis 205 (2012).

ARGUMENT

Robert is entitled to summary judgment on the following claims because there are no material issues of fact related to those claims.

The PSA and Settlement Agreement are clear regarding the sale of Golden Eagle Drive and

the duties placed upon the parties to effectuate and close the sale. The PSA required Golden Eagle Drive to be sold as soon as reasonably possible.³⁴ The PSA required Robert and Sondra to: “make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement.”³⁵ The Settlement Agreement required Sondra to “immediately sign all documents necessary now for the sale of the real property at 265 Golden Eagle and all necessary documents for the closing of the sale of said property.”³⁶ There is no question Sondra breached the duties imposed on her by the PSA and the Settlement Agreement when she refused to sign the extension necessary to keep the August’s offer alive. Her reason for doing so is clear, she wanted more money from Robert. She had been successful in obtaining concessions from Robert back in September when she refused to sign the August’s initial offer to purchase Golden Eagle Drive and she tried the tactic again. This time her action resulted in Robert filing this lawsuit to enforce Sondra’s contractual duties pursuant to the PSA and Settlement Agreement. It wasn’t until the suit was filed and Sondra knew about the suit that she signed the extension document.³⁷ This Court should grant Summary Judgment on Robert’s breach of contract claim finding Sondra breached the PSA and Settlement Agreement.

With respect to Count One of the Counterclaim, there are no facts that show Robert breached

³⁴Exhibit 1 to Sondra Kantor Depo. Tr., §5.01 of the PSA.

³⁵Exhibit 1 to Sondra Kantor Depo. Tr., §25 of the PSA.

³⁶Exhibit 2 to Sondra Kantor Depo. Tr., ¶1 of the Settlement Agreement.

³⁷Sondra Kantor Depo. Tr., pg. 29, ll. 17-pg. 36, ll. 18; Exhibits 2, 4, 5, 6, and 7 to Sondra Kantor Depo. Tr. (Settlement Agreement, August’s Real Estate Purchase Offer, Sondra’s September 24 email, Extension agreement, Sondra’s October 4 email demanding payment of \$10,000.00).

the PSA by failing to pay the obligations listed in the PDS as items A, B, C, E and F. Robert and Sondra resolved the issue of the air miles transfer prior to the filing of Sondra's Counterclaim pursuant to the Settlement Agreement Robert and Sondra entered into on September 26, 2012. Pursuant to that Settlement Agreement Robert was not required to transfer any additional air miles to Sondra.

With respect to Count Three of the Counterclaim, there are no facts that show Robert engaged in any fraudulent behavior toward Sondra.

By her own admission Sondra recognizes that items A, E and F of the PDS should not have been included in her Counterclaim. Sondra also testified that pursuant to the PSA Robert has no contractual obligation to pay off items B and C of the PDS within any specific period. Sondra admitted that there are no delinquent payments related to items B and C of the PDS. Therefore, as a matter of law Robert has not breached the PSA and this portion of Sondra's Counterclaim should be dismissed.

Sondra's allegation that Robert breached the PSA by not transferring air miles to Sondra was resolved by the Settlement Agreement. Pursuant to the Settlement Agreement Robert is not required to transfer any miles to Sondra. Sondra is entitled to use a certain amount of points that Robert has accumulated on a Wells Fargo account. The Settlement Agreement specifically states: "This resolves all issues with regard to the division of miles/points in the agreement of the parties."³⁸ Settlement agreements are binding on the parties and their impact on a contractual dispute is to modify the terms of the original contract. *Mosell Equities, LLC*, supra. Sondra entered into the

³⁸Exhibit 2 to Sondra Kantor Depo. Tr., ¶3 of the Settlement Agreement.

Settlement Agreement to resolve the air miles dispute and she is bound by its terms. She can no longer rely on the original language of the PSA to support a claim of breach of contract on this issue, which is what she is attempting to do in Count One of her Counterclaim. The breach of contract claim relating to the transfer of air miles should be dismissed.

A review of the undisputed facts section of this brief shows that Sondra's fraud claim is completely without foundation. It appears that she was using this count as a way of obtaining leverage to resolve this lawsuit. Sondra is well versed in the art of obtaining leverage. Count Three should be dismissed and the Court should find the allegation was filed with the intent of harassing Robert.

CONCLUSION

Robert is entitled to Judgment on the issue of Sondra's breach of the PSA and Settlement Agreement. Sondra breached the contractual duties placed upon her when she refused to sign the extension to the August's offer prior to the filing of Robert's lawsuit.

Robert is entitled to Judgment as a matter of law as to Count One of Sondra's Counterclaim, the claim that Robert breached the PSA by failing to pay the obligations listed in the PDS (items A, B, C, E and F); and the claim that Robert did not transfer additional air miles to Sondra. Those claims should be dismissed. Finally, Robert is entitled to a Judgment of Dismissal as to Count Three of the Counterclaim, the fraud allegations. The Court should also find that Count Three was filed without foundation and with the intent to harass Robert.

Remainder of page intentionally left blank.

DATED this 25th day of March, 2013.

LUDWIG ♦ SHOUEFLER ♦ MILLER ♦ JOHNSON, LLP

By

Scot M. Ludwig
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of March, 2013, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340

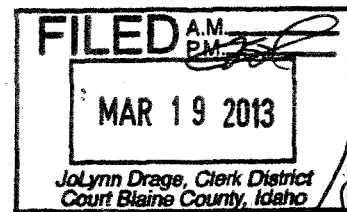
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Scot M. Ludwig

PLAINTIFF'S MEMORANDUM IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT -12

SCOT M. LUDWIG
DANIEL A. MILLER
LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506
ISB 3571

Attorneys for Plaintiff



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,)	
)	
Plaintiff,	)	CASE NO. CV-2012-734
)	
vs.	)	PLAINTIFF'S MOTION FOR
	)	PARTIAL SUMMARY JUDGMENT
SONDRA LOUISE KANTOR,)	
)	
Defendant.)	
)	

COMES NOW the Plaintiff, ROBERT ARON KANTOR, by and through his attorney of record, Scot M. Ludwig of Ludwig Shouflier Miller Johnson, LLP, Boise, Idaho and hereby moves the Court pursuant to Rule 56 of the Idaho Rules of Civil Procedure for an Order of the Court entering Summary Judgment in Plaintiff's favor on the grounds and for the reasons that there are no

PLAINTIFF'S MOTION FOR PARTIAL
SUMMARY JUDGMENT -1

genuine issues of material fact as to the following claims in Plaintiff's Complaint and Defendant's Counterclaim and Plaintiff is entitled to Judgment on those claims as a matter of law:

As to Plaintiff's Complaint, Defendant was required by the Parties' Property Settlement Agreement and the Agreement of September 26, 2012, to sign documents necessary to carry out the sale and closing of 265 Golden Eagle Drive, Hailey, Idaho. There is no factual dispute regarding Defendant's breach of her obligation to sign documents necessary to carry out the sale and closing of 265 Golden Eagle Drive.

As to Count One of the Counterclaim, Plaintiff did not breach the Parties' Property Settlement Agreement by failing to pay the obligations listed in the Property and Debt Schedule (items A, B, C, E and F of the Schedule) because he was not required to pay those debts off by any set date and he is current on his payment obligations; and Plaintiff did not breach the Property Settlement Agreement by failing to transfer air miles to Defendant because Plaintiff and Defendant resolved the issue of the air miles transfer prior to the filing of Defendant's Counterclaim and pursuant to the parties' September 26, 2012 settlement agreement, Plaintiff was not required to transfer air miles to Defendant.

As to Count Three of the Counterclaim, there are no facts that show Plaintiff engaged in fraudulent behavior toward Defendant.

This motion is supported by the following documents:

1. Memorandum of Law in Support of Plaintiffs' Motion for Partial Summary Judgment;
2. Affidavit of Scot M. Ludwig in Support of Plaintiffs' Motion for Partial Summary

Judgment and exhibit to that Affidavit; and

3. The pleadings on file.

Oral argument is requested on this Motion.

DATED this 15th day of March, 2013.

LUDWIG ♦ SHOUFFLER ♦ MILLER ♦ JOHNSON, LLP

By

Scot M. Ludwig
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

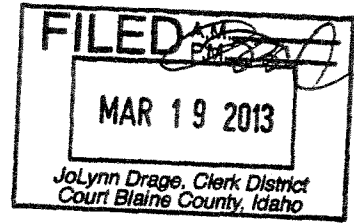
I hereby certify that on this 15th day of March, 2013, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Edward Simon
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Ketchum, Idaho 83340

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Scot M. Ludwig

SCOT M. LUDWIG
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Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,)
))
Plaintiff,)
))
vs.)
))
SONDRA LOUISE KANTOR,)
))
Defendant.)
_____)

CASE NO. CV-2012-734

**AFFIDAVIT OF SCOT M. LUDWIG
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT**

STATE OF IDAHO)
) ss
County of Ada)

SCOT M. LUDWIG, being first duly sworn upon oath, deposes and says:

1. I am the one of the attorneys for the Plaintiff in this matter and I make this affidavit

AFFIDAVIT OF SCOT M. LUDWIG IN SUPPORT OF PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY JUDGMENT - 1

based upon my own personal knowledge.

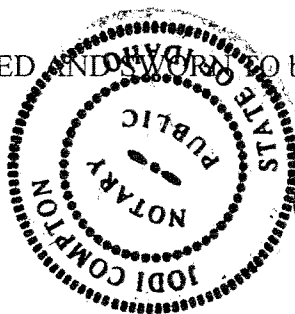
2. I attended the deposition of Sondra Louise Kantor on February 19, 2013. Attached hereto as Exhibit "A" is a true and correct copy of excerpts of the transcript from that deposition and Exhibits 1 - 7 to that deposition.

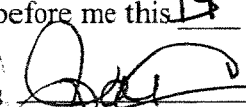
DATED This 15th day of March, 2013.



SCOT M. LUDWIG

SUBSCRIBED AND SWORN to before me this 15th day of March, 2013.





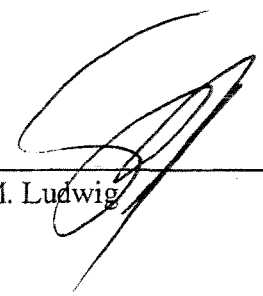
Notary Public for Idaho
Residing at: Ada County
Comm. Expires: 12/22/2017

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of March, 2013, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Edward Simon
Attorney at Law
P.O. Box 540
Ketchum, Idaho 83340

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(208)726-7313



Scot M. Ludwig

AFFIDAVIT OF SCOT M. LUDWIG IN SUPPORT OF PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY JUDGMENT - 2

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

ROBERT ARON KANTOR,

Plaintiff,

vs.

SONDRA LOUISE KANTOR,

Defendant.

)

)

)

)

)

)

Case No. 2012-734

DEPOSITION OF SONDRA LOUISE KANTOR

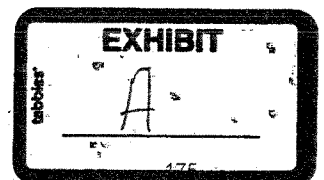
FEBRUARY 19, 2013

REPORTED BY:

DIANA KILPATRICK, CSR No. 727, RPR

Notary Public

MAR - 7 2013



Sondra Louise Kantor 2/19/2013

1 THE DEPOSITION OF SONDRA LOUISE KANTOR was
2 taken on behalf of the Plaintiff at the office of Edward
3 Simon, 180 West First Street, Suite 202, Ketchum, Idaho,
4 commencing at 2:45 p.m. on February 19, 2013, before
5 Diana Kilpatrick, Certified Shorthand Reporter and
6 Notary Public within and for the State of Idaho, in the
7 above-entitled matter.

APPEARANCES:

For Plaintiff:

Ludwig Shoufler Miller Johnson, LLP

BY MR. SCOT M. LUDWIG

209 West Main Street

Boise, Idaho 83702

For Defendant:

Simon Law Office

BY MR. EDWARD SIMON

P.O. Box 540

Ketchum, Idaho 83340

ALSO PRESENT:

Robert Kantor

Laura Kantor

Al LaPeter

Sondra Louise Kantor 2/19/2013

I N D E X

TESTIMONY OF SONDRA LOUISE KANTOR	PAGE
Examination By Mr. Ludwig	4

E X H I B I T S

NO.	DESCRIPTION	PAGE
1 -	Property Settlement Agreement	4
2 -	Agreement	11
3 -	E-mail to M. Bennett, dated February 3, 2013	22
4 -	Real Estate Purchase and Sale Agreement	30
5 -	E-mail to Robert Kantor, dated September 24, 2012	32
6 -	Contingency Releases, Termination and Extensions	34
7 -	E-mail to John Sofro, dated October 10, 2012, and bank statements	34

Sondra Louise Kantor 2/19/2013

1 SONDRA LOUISE KANTOR,
2 first duly sworn to tell the truth relating to said
3 cause, testified as follows:

4 EXAMINATION

5 QUESTIONS BY MR. LUDWIG:

6 Q. This is case 2012-734.

7 (Exhibit No. 1 Marked.)

8 BY MR. LUDWIG:

9 Q. Give us your name for the record.

10 A. Sondra Kantor.

11 Q. And you've been sitting earlier today for
12 your deposition in the omitted asset case. Is that
13 correct?

14 A. Yes.

15 Q. So you understand the rules of saying yes or
16 no and answering truthfully. Is that correct?

17 A. Yes.

18 Q. And you understand you're under oath today?

19 A. Yes.

20 Q. And further, under the penalty of perjury
21 for any answer under oath that may be not truthful?

22 A. Yes.

23 Q. I'm handing you what's been marked
24 Deposition Exhibit No. 1. I will tell you that this is
25 the property settlement agreement, but if you need to

Sondra Louise Kantor 2/19/2013

1 take a look through it to confirm that, what I was going
2 to ask you is to look at page 13 and tell me if that's
3 your signature.

4 A. Yes, it is.

5 Q. And the property and debt schedule that's
6 attached, if you could look at that and tell me if
7 that's the schedule that was attached to the property
8 and debt schedule.

9 A. Yes.

10 Q. So a couple background questions first. Can
11 you tell me who the members of Rokan Partners are, and
12 what ownership each has?

13 A. I can't remember the exact percentages.

14 Q. What percentage do you own?

15 A. I can't remember the exact percentages.

16 Q. Can you tell me who the members of Rokan
17 Partners are?

18 A. Bob Kantor or Robert Kantor, myself, our
19 three children, Aron, Josh and Shalome Kantor, and Rokan
20 Corporation.

21 Q. Any other members?

22 A. I don't believe so.

23 Q. Can you tell me who the shareholders of
24 Rokan Partners and corporation are?

25 A. The Century Trust.

Sondra Louise Kantor 2/19/2013

1 Q. Anybody else? Any other person or entity?

2 A. Not that I recall.

3 Q. In your counterclaim, you allege that -- do
4 you understand you have a counterclaim that you signed
5 under oath in this particular case?

6 A. Yes.

7 Q. And you made certain allegations that we're
8 going to be talking about today. Do you understand
9 that?

10 A. Yes.

11 Q. In your counterclaim you allege that
12 Mr. Kantor has not paid certain debts listed as A, B, C,
13 E and F in this property and debt schedule. I'd like
14 you to refer back to page 10 of the property and debt
15 schedule.

16 MR. SIMON: For the record, I do want to say
17 that the answer and counterclaim was never verified.

18 THE WITNESS: Say that again, please.

19 MR. SIMON: That's all.

20 THE WITNESS: I didn't hear what you said.

21 MR. SIMON: The answer and counterclaim was
22 never verified and signed by you.

23 BY MR. LUDWIG:

24 Q. Do you recall that occurring? Do you recall
25 signing the counterclaim?

Sondra Louise Kantor 2/19/2013

1 A. No. Not specifically.

2 Q. How about the answer?

3 A. Not specifically.

4 Q. The obligations set forth in the
5 counterclaim, were they true to the best of your
6 knowledge when the counterclaim was filed?

7 A. Yes.

8 Q. Let's look at those obligations here.
9 You've alleged in your counterclaim that Mr. Kantor has
10 not paid A, B, C, E and F. Can you look at those?

11 A. E and F should not be on that list. I don't
12 know how that would have been there.

13 Q. How about A?

14 A. Of course not.

15 Q. Have you alleged that he hasn't paid his
16 obligation?

17 A. My allegation was with regard to B and C. I
18 don't understand why there would have been a reference
19 to those other.

20 Q. So A, you're saying here today shouldn't be
21 included in your allegation of nonpayment?

22 A. Correct.

23 Q. And E should not be included in your
24 allegation of nonpayment?

25 A. Correct.

Sondra Louise Kantor 2/19/2013

1 Q. And F should not be included in your
2 allegation of nonpayment?

3 A. Correct.

4 Q. How did that mistake get made?

5 A. You may have to ask my counsel.

6 Q. You don't know?

7 A. No.

8 Q. Did you read the counterclaim before you
9 approved of it?

10 A. Yes.

11 Q. Did you approve of the counterclaim?

12 A. Yes, I did.

13 Q. So, since the filing of the counterclaim to
14 now, has there been a nonpayment of A, E and F by
15 Mr. Kantor?

16 A. I don't know. Those are in his name.

17 Q. Explain, then, B and C, what you mean by,
18 there's been nonpayment by Mr. Kantor of these
19 obligations?

20 A. The property settlement agreement provides
21 Robert shall pay the following debts. Paragraph 17 --
22 paragraph 17.01, the debts described as Items A, B, C,
23 E, F and P on the attached PDS. My guess is that the --
24 I don't know. I would just speculate, that somehow --

25 MR. SIMON: Only answer as to what you know.

Sondra Louise Kantor 2/19/2013

1 THE WITNESS: Fine. My reference to Items B
2 and C as not having been paid refer to the fact that
3 those debts have not been paid.

4 BY MR. LUDWIG:

5 Q. Does that paragraph that you're referring
6 to, or anywhere else in what document, describe that
7 those debts have to be paid in full at the entry of the
8 judgment of the degree of divorce, and if so, please
9 point out that language.

10 A. No. It does not say that.

11 Q. So you've filed a cause of action alleging
12 that he hasn't paid those debts and asking for damages.
13 What are your damages based on?

14 A. The impact that this has had on my credit.

15 Q. Are there delinquent payments?

16 A. No.

17 Q. Have you given Mr. Kantor the statements,
18 the monthly statements as you received them?

19 A. No. He only recently asked for those.

20 Q. Since April 30th, 2012, you haven't given
21 him one statement until recently?

22 A. I've let him know that they were available.
23 He never was concerned about them to my knowledge.

24 Q. But you didn't deliver any statements to
25 him?

Sondra Louise Kantor 2/19/2013

1 A. I think I've delivered a couple. I really
2 don't --

3 Q. Why not them all?

4 A. Because nobody seemed to be too concerned
5 about it. I voluntarily provided part of the
6 statements, and there never was any response of whether
7 it mattered or not.

8 Q. If there aren't any delinquent payments, how
9 are you being impacted?

10 A. I've been denied credit on two specific
11 occasions, based on the fact that my credit card debt
12 exceeds my known income.

13 Q. Do you understand now that there's no
14 requirement that those be paid in full in the judgment
15 decree of divorce?

16 A. Yes. Well, there is no requirement that
17 they be paid by a specific date.

18 Q. Right. So there is no requirement that they
19 be paid in full by today?

20 A. Not within this document.

21 Q. And so you sued Mr. Kantor on these two
22 obligations based on what?

23 A. I would like a determination or agreement as
24 to when these should be paid in full, if by a Court or
25 if between us an agreement, as to when they will be paid

Sondra Louise Kantor 2/19/2013

1 in full.

2 Q. So you're asking this Court to modify the
3 property provisions of this divorce decree?

4 A. No. To interpret.

5 Q. Would you refer to paragraph 21, please?
6 It's of your counterclaim, and in that you allege that
7 Mr. Kantor is required to transfer airline miles to you
8 and he failed to transfer those miles to you. Do you
9 recall that allegation?

10 A. Yes.

11 Q. Did you resolve that issue in September of
12 last year?

13 A. No.

14 Q. Two months before you filed your action
15 here.

16 (Exhibit No. 2 Marked.)

17 BY MR. LUDWIG:

18 Q. Would you look at paragraph 3?

19 A. Yes.

20 Q. Was that an agreement you entered into on
21 September 26, 2012?

22 A. Yes.

23 Q. Between you and Mr. Kantor. Is that
24 correct?

25 A. Yes.

Sondra Louise Kantor 2/19/2013

1 Q. Is that your signature on the second page?

2 A. Yes.

3 Q. Back to paragraph 3. This agreement was
4 executed long before you filed your counterclaim.
5 Correct?

6 A. Yes.

7 Q. And what does that tell you there regarding
8 air miles?

9 A. That I am owed 250,000 points from the Wells
10 Fargo account in Robert's name and that if I wish to use
11 them, Robert shall join in a phone call with Sondra to
12 Wells Fargo to facilitate Sondra's use of these points
13 up to 250,000 points.

14 Q. So where in there is a description that he
15 has to transfer those 250,000 points to you?

16 A. There is not.

17 Q. So why did you allege in your counterclaim
18 that he's failed to transfer those points to you?

19 A. Because I have made an attempt to use some
20 of those points, and the response from Mr. Kantor was
21 that he did not have time to be bothered with making my
22 travel arrangements.

23 Q. Give us the first time that you attempted to
24 use these points at Wells Fargo after September 26,
25 2012.

Sondra Louise Kantor 2/19/2013

1 they could be used for travel or not.

2 A. It's not a Wells Fargo card. I believe it
3 was a B of A card.

4 Q. Have you ever used points on a Wells Fargo
5 account?

6 A. I don't know.

7 Q. Were you transferred the \$200,000 miles from
8 the Amex Centurion?

9 A. Yes.

10 Q. Any other times you are alleging Mr. Kantor
11 did not transfer points from the Wells Fargo account
12 outlined in this deposition Exhibit 2?

13 A. His response to my first request was that he
14 did not wish to be contacted directly by me, and that
15 any communications regarding miles or anything else
16 would have to go through Stan Welsh. So at that point
17 no, I did not attempt to contact him further.

18 Q. Count 3 of your counterclaim is an
19 allegation of fraud against Mr. Kantor. Do you recall
20 that?

21 A. Yes.

22 Q. And you alleged that Mr. Kantor utilized a
23 variety of entities for the purposes of convoluting
24 ownership, assets and income of said entities. Do you
25 recall that allegation?

Sondra Louise Kantor 2/19/2013

1 A. Yes.

2 Q. Can you describe what you mean there?

3 MR. SIMON: Before we go on to that issue,
4 let me give you a copy of the e-mail. It may be
5 relevant to your inquiry.

6 MR. LUDWIG: Is it on the fraud or on the
7 miles?

8 MR. SIMON: It's on the miles.

9 MR. LUDWIG: We'll come back to it.

10 THE WITNESS: The overlapping and
11 interlocking nature of nearly every investment that we
12 have any interest in, going back at least 30 years, I
13 believe, is so convoluted, that my counsel who have
14 looked at this have said they've never seen anything
15 like this, and that they concluded that.

16 MR. SIMON: I'm going to just say, object to
17 her own answer. I don't want to waive any
18 attorney-client privilege either with my client or
19 myself.

20 BY MR. LUDWIG:

21 Q. I'm asking for your understanding of what
22 entities were used to convolute ownership, assets and
23 income of the entities. That's your allegation?

24 A. Everything listed there.

25 Q. Give me one example.

Sondra Louise Kantor 2/19/2013

1 A. Rokan Partners, RVL, Rokan Ventures, MIP.

2 Q. So you're just going to list all the assets
3 you own, Rokan Partners owns?

4 A. I'm talking about some of the primary
5 holding entities.

6 Q. Give me an example of fraudulent conduct.

7 MR. SIMON: For the record, we agreed to
8 dismiss the fraud, as Counsel is well aware, that any
9 allegations must be pled, or they're waived in the
10 counterclaim, and we are stating and have stated to you
11 on the record now that we're willing to dismiss it, and
12 have previously sent you a stipulation for dismissal.

13 MR. LUDWIG: Right. We're inquiring to
14 establish once and for all that there wasn't fraud, and
15 then we'll proceed likely in that fashion.

16 BY MR. LUDWIG:

17 Q. My question for you, can you give me one
18 example of one of the these entities committing fraud,
19 unless you say there aren't any?

20 THE WITNESS: I do not have a specific
21 example. What was referred to was the overall structure
22 of all of the entities.

23 BY MR. LUDWIG:

24 Q. So just structure itself is the fraud you're
25 describing?

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1 A. The structure of the various entities could
2 be deemed to have the intent of obfuscating the facts
3 and relationships concerning the entities involved.

4 Q. Are you just speculating because of the
5 complexity of the transactions and entities and
6 ownership, or do you have an actual example of fraud?

7 A. I told you, I do not have an actual example.

8 Q. So what prompted to you allege fraud against
9 Mr. Kantor? There has to be some reason. You put it in
10 a pleading.

11 A. Because of the overall structure, and the
12 way that all of these entities have been handled, in the
13 divorce and subsequent to the divorce, create the
14 possibility that some of these entities could be --
15 could have been created or structured in a way as to
16 obfuscate what is actually going on within and between
17 those entities.

18 Q. But you don't have any examples other than
19 the structure of the entities. Is that correct?

20 A. I don't have anything at this moment, no.

21 Q. We've just been through a very expensive
22 divorce and you probably spent a couple hundred thousand
23 dollars on attorney fees and CPAs. Correct?

24 A. I don't know the number.

25 Q. How many CPAs did you have on board in the

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1 divorce case? Did you have a CPA in Twin Falls looking
2 at this issue?

3 A. Yes.

4 Q. Did you have a CPA in Boise looking at this
5 issue?

6 A. Yes.

7 Q. Did you have any other CPAs looking at this
8 issue?

9 A. No.

10 Q. You had a special consultant. Is that
11 correct? Named Chris Haugh, that you were paying money
12 to look over your shoulder at all the documents and
13 records in that divorce case. Is that correct?

14 A. I believe that was Elizabeth Brigand.

15 Q. Elizabeth Brigand. Okay. Was she -- was
16 she a consultant to look at all the records along the
17 way, to be a second set of eyes?

18 A. Yes.

19 Q. And you had a very talented attorney in
20 Boise named Stanley Welsh who was looking at all these
21 records and documents with you. Is that correct?

22 A. Yes.

23 Q. Who else was looking at all these records
24 and documents that you had to help you during the
25 divorce process?

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- 1 A. I don't recall.
- 2 Q. So any other CPAs?
- 3 A. No.
- 4 Q. Any other financial experts?
- 5 A. No.
- 6 Q. And in the divorce there was no indication
- 7 of fraud in the final judgment and decree of divorce,
- 8 was there?
- 9 A. No.
- 10 Q. In fact, the assets were divided
- 11 substantially equally. Correct?
- 12 A. Theoretically, yes.
- 13 Q. That was the intent, anyway?
- 14 A. Yes.
- 15 Q. All right. So since April of 2012 when the
- 16 divorce was entered and all this went into that process,
- 17 until February of 2013, you sit here, 10 months later,
- 18 after all that divorce, later, and 10 months more to
- 19 look at that, and you can't give me one example of fraud
- 20 by Mr. Kantor other than the complexity or structure of
- 21 these transactions. Is that correct?
- 22 A. At this moment, that is correct.
- 23 Q. So the answer is yes to my question?
- 24 A. Yes.
- 25 Q. Paragraph 34 of your counterclaim alleges

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1 that Mr. Kantor utilized entities as a maze to hide,
2 conceal and avoid lawful obligations to you. Do you
3 remember making that allegation?

4 A. Yes.

5 Q. And what lawful obligation was owed to you
6 that wasn't paid to you?

7 A. Can I consult with my attorney?

8 Q. Finish the question. Then you certainly
9 can. You can have all the time you need. Can you think
10 of any as you sit here right now?

11 A. No. Not specifically at this moment.

12 Q. Would you like a break to talk to your
13 counsel, or would you like to continue?

14 A. I'll take a break for just a moment, please.

15 MR. LUDWIG: Off the record, please.

16 (A Break Was Taken.)

17 BY MR. LUDWIG:

18 Q. Back to some of these allegations that
19 you've made about Mr. Kantor. In paragraph 36 you
20 allege that Mr. Kantor -- this is your counterclaim, he
21 made false and misleading representations. Can you list
22 every false and misleading representation Mr. Kantor
23 made regarding the assets of the parties in the divorce?

24 A. No, I cannot.

25 Q. How about the values of the assets in the

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1 divorce?

2 A. I have no way of judging that.

3 Q. So at the time that the counterclaim was
4 filed you had no idea if he had made a misrepresentation
5 or false statement regarding values of your assets?

6 A. I had reason to believe that that was a
7 possibility.

8 Q. Is that information that you accumulated
9 during the divorce process?

10 A. I can't remember exactly when conversations
11 might have occurred regarding that.

12 Q. I'm going to have you look back at
13 Deposition Exhibit No. 1, and I'm going to take you to
14 the page. And paragraph 29 is called Miscellaneous
15 Provisions. Do you see that paragraph?

16 A. Yes.

17 Q. Underneath we have some number problems,
18 because it's 28 -- 29?

19 A. I know.

20 Q. Nevertheless, look at 28.02, and could you
21 read that into the record?

22 A. "The parties hereto agree that they have
23 entered into this agreement without undue influence or
24 fraud or coercion or misrepresentation or for any other
25 like cause."

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1 Q. And you signed this agreement, and had your
2 signature notarized. Correct?

3 A. Yes.

4 Q. So you made the representation as outlined
5 in paragraph 28.02 about these different items of
6 misrepresentation and fraud. Correct?

7 A. Yes, I did.

8 Q. And so subsequent to the divorce, what
9 information have you gathered that would lead you to
10 have changed your opinion or representation under oath,
11 if anything?

12 A. I cannot recall specifically.

13 Q. Alleging that somebody's committed fraud is
14 a serious thing, don't you believe?

15 A. Yes, I do.

16 Q. And you understand that you had a
17 communication with Marshall Bennett about that issue.
18 Is that correct?

19 A. Not specifically.

20 Q. You didn't talk to Marshall Bennett about
21 Bob not committing fraud, and apologizing about making
22 that allegation?

23 A. Yes, I did.

24 (Exhibit No. 3 Marked.)

25 ///

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1 BY MR. LUDWIG:

2 Q. Ms. Kantor, I'm handing you what's been
3 marked Deposition Exhibit No. 3. Could you identify
4 that e-mail?

5 A. Yes.

6 Q. Is that an e-mail from to you Marshall
7 Bennett?

8 A. Yes.

9 Q. First of all, I see you sent that from
10 twinkins.Idaho, so is there anyone else besides Al LaPeter
11 and Marshall Bennett that you might have sent an e-mail
12 on the twinkins.idaho --

13 A. That was an accident. I simply didn't look
14 at the spot on my computer where you say which account
15 you want the e-mail sent from.

16 Q. Can you read the e-mail, at least the first
17 paragraph into the record?

18 A. "Dear Marshall and Arlene, thank you for
19 your friendship, love and support overt the past two
20 very difficult years of my life. The dust is beginning
21 to settle and there are some wrongs that I must right.
22 One of those wrongs is some of what I have said to you
23 about fraudulent actions by Bob against me. In the
24 lawsuits he filed against me recently I made a claim of
25 fraud on his part at advice of my attorney. This claim

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1 has no evidence to support it and I am withdrawing it."

2 Q. Is that an accurate and truthful statement
3 to Marshall and Arlene?

4 A. Yes.

5 Q. Have you told anybody else that Bob Kantor
6 committed fraud? And I'm not talking about your
7 attorneys. That's privileged, although it may be waived
8 in light of this e-mail. But I don't want to hear what
9 you talked to your attorney about. Have you told
10 anybody else that Bob committed fraud against you?

11 A. My close friends are aware of what has gone
12 on over the past two years.

13 Q. I'm asking for names of who you said Bob
14 committed fraud against you. Let's start with Al. Did
15 you tell Al that Bob committed fraud against you?

16 A. Not in so many words, no.

17 Q. Did you imply that?

18 A. In the course of our discussion, that's
19 possible.

20 Q. Who else? And just give me names, that you
21 said Bob committed fraud.

22 A. I don't recall using those specific words.

23 Q. How about that he misrepresented things?

24 A. Well, certainly Chris Haugh, and Elizabeth.

25 Q. Okay. Who else?

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1 Q. Other than your counterclaim?

2 A. No.

3 Q. Do you recognize that counterclaim was filed
4 in the County records in Blaine County?

5 A. Yes, I do.

6 Q. Were you intending to harm Bob by doing
7 that?

8 A. No.

9 Q. Were you seeking damages by virtue of your
10 allegation of fraud? I think your counterclaim says you
11 are.

12 A. I was seeking to include possible
13 allegations within the framework of the counterclaim,
14 with the understanding that everything needs to be
15 included or I could be prevented from raising it at a
16 later time.

17 Q. Let's talk about the Golden Eagle sale,
18 transaction, which was the body of the Complaint that
19 was filed that forced to you sign certain documents. Do
20 you recall that?

21 A. Yes.

22 Q. And you and Mr. Kantor own 265 Golden Eagle
23 Drive in Hailey together. Correct?

24 A. Yes.

25 Q. And Bank of America, as the lender, has

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1 about a 3.4 or \$3.5 million debt against that house.

2 Correct?

3 A. Correct.

4 Q. And then there was a second at the time this
5 all occurred of about a million one-fifty. Is that
6 correct?

7 A. Yes.

8 Q. And B of A was the lender on that also?

9 A. Yes.

10 Q. Do you recall the real estate offer to sell
11 265 Golden Eagle Drive for 2.4 million that you signed
12 on September 26, 2012?

13 A. Yes.

14 Q. And Mr. and Mrs. August were the buyers. Do
15 you recall that?

16 A. Yes.

17 (Exhibit No. 4 Marked.)

18 BY MR. LUDWIG:

19 Q. I'm handing you what's been marked
20 Deposition Exhibit 4. Is that the real estate agreement
21 that we're talking about?

22 A. I believe so.

23 Q. And at the time the Golden Eagle property
24 was in foreclosure. Correct?

25 A. Yes.

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1 Q. And is it your understanding that Bank of
2 America was willing to waive any deficiency on the
3 second if the sale went through?

4 A. I can't recall the exact situation with the
5 bank. I was under the impression that it was up to the
6 bank, perhaps, whether they would accept this offer.

7 Q. This is the agreement that we had to force
8 your signature on. Correct?

9 A. No.

10 Q. It's not?

11 MR. SIMON: Object to the form of the
12 question. Vague and ambiguous.

13 BY MR. LUDWIG:

14 Q. If you want to get familiar with that
15 agreement, I'll let you.

16 A. May I see a copy of the agreement --

17 Q. This agreement?

18 A. Yes.

19 Q. I'm handing you what's been marked
20 Deposition Exhibit No. 2. Are you familiar with the
21 contract there now marked Deposition Exhibit No. 4?

22 A. Yes.

23 Q. In this Deposition Exhibit No. 2, which is a
24 contract dated September 26th that says that you will
25 immediately sign all documents for the sale of the

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1 property at 265 Golden Eagle and all necessary documents
2 for the closing of the sale of said property. Do you
3 recall that provision?

4 A. Yes.

5 Q. I think you may have just refreshed your
6 memory of that agreement by looking at it right now?

7 A. I just glanced briefly at the date of that
8 agreement.

9 (Exhibit No. 5 Marked.)

10 BY MR. LUDWIG:

11 Q. I'm handing you Deposition Exhibit 5, which
12 purports to be an e-mail between you and Mr. Kantor and
13 John Sofro. Would you take a look at that, please?

14 A. Yes.

15 Q. And can you tell me what this e-mail says?
16 What the intent of this e-mail was? It was dated
17 September 24th, and I was going to ask you -- let me ask
18 you this way. You had received that offer by the
19 Augusts by September 24th. Correct? Because you refer
20 to, you say "Dear Robert, I am in receipt of the offer
21 to purchase 265 Golden Eagle Drive, dated 9/22/12." And
22 that you received it today, September 24th. Okay?

23 A. Yes.

24 Q. Is that true?

25 A. I believe so.

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1 Q. You say, "I feel that we need to clear up a
2 couple of matters that are long overdue." So you had
3 several items that you wanted to resolve before you
4 would sign that sale contract. Is that what the intent
5 was?

6 A. Yes.

7 Q. So it was a leverage to get some things
8 accomplished that you wanted before you would agree to
9 sell the house?

10 A. Yes.

11 Q. And also in this same e-mail that we're
12 talking about, Deposition Exhibit No. 5, you refer to
13 the property settlement agreement and talk about the
14 miles that you're supposed to get. Correct?

15 A. Yes.

16 Q. And that you wanted those transferred to
17 you, and also that you're supposed to receive \$4,000
18 from the sale of the 450 SL Mercedes to Richard Baskin.
19 Correct?

20 A. Yes.

21 Q. And those were two things that you wanted
22 done before you would sign the sale documents. Correct?

23 A. Yes.

24 Q. Now, is it your understanding the Mercedes
25 is still not sold?

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1 A. Correct.

2 Q. So you're asking for the sale proceeds of a
3 vehicle that hasn't been sold yet?

4 A. To my knowledge, it had been sold. I had
5 been told that it had been sold.

6 Q. Who told you that?

7 A. Mr. Kantor. That was my understanding of
8 what I had been told.

9 (Exhibit No. 6 and 7 Marked.)

10 BY MR. LUDWIG:

11 Q. So your e-mail of September 24th wanted
12 several things accomplished before you would sign the
13 sale documents, led to the preparation of and execution
14 of this agreement dated September 26?

15 A. Yes.

16 Q. And in that it dealt with the air miles
17 issue, and that the Mercedes, that it would be sold
18 and -- or I guess it was to be allocated --

19 A. It's really not clear contractually what
20 that says there.

21 Q. It says on the Golden Eagle property that
22 you shall immediately sign all documents necessary now
23 for the sale of the real property at 265 Golden Eagle,
24 and all necessary documents for the closing of the sale
25 of said property. Correct?

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1 A. Correct.

2 Q. So at that time you had a requirement
3 regarding the real estate?

4 A. Yes.

5 Q. Then you also had an issue resolved now on
6 the air miles. You didn't have any air miles issue at
7 that point in time when you signed this agreement. It
8 had been resolved by contract?

9 A. At that moment it appeared to be.

10 Q. So your leverage play in that e-mail dated
11 September 24th worked. You got what you wanted.
12 Correct? As far as the things that you wanted
13 identified in your e-mail. I think we called it
14 leverage earlier. Is that correct?

15 A. Yes.

16 Q. I'm also handing you what's been marked
17 Deposition Exhibit No. 7. That appears to be an e-mail
18 from you to John Sofro, copying Al LaPeter -- excuse me,
19 to Robert Kantor copying Al LaPeter, on October 4th,
20 2012. Is that correct?

21 A. Yes.

22 Q. And at this point in time there were -- Bob
23 and Mr. Sofro were asking that you sign an extension so
24 they don't lose the real estate deal. Correct?

25 A. Yes.

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1 Q. And so you were attempting the leverage play
2 again, and identifying things in here that you wanted to
3 accomplish before you would sign any extension. Is that
4 correct?

5 A. Yes.

6 Q. And thereafter, between that point in time
7 and when you signed the extension, which I'll give to
8 you as October 11 that you signed, you were sued to
9 force your signature. Correct?

10 A. Yes.

11 Q. I'm handing you what's been marked
12 Deposition Exhibit No. 6. Is that the extension that
13 you signed on October 11th, subsequent to the filing of
14 a lawsuit?

15 A. I believe so.

16 Q. And you signed that extension in light of
17 the lawsuit being filed. Is that correct?

18 A. Yes.

19 MR. LUDWIG: Go off the record and chat with
20 you for a second, Bob.

21 (A Break Was Taken.)

22 BY MR. LUDWIG:

23 Q. Back on the record. With regard to the
24 notice of taking deposition duces tecum, which asked you
25 to bring documents with regard to this case, I've asked

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1 that you bring all documents that you contend support
2 any of your allegations contained in your counterclaim.
3 Did you bring any of those records today, or do you have
4 any?

5 A. I believe I provided a great deal of that
6 material, but --

7 Q. I see records that were produced by virtue
8 of the omitted asset case previously, but with regard to
9 this lawsuit about your counterclaim, about miles.
10 Okay? Fraud. And the third allegation. I really care
11 about the fraud here. Did you bring any documents that
12 support your allegation of fraud by Mr. Kantor?

13 A. No, I did not.

14 Q. Are you aware of any documents that support
15 your allegation of fraud?

16 A. Not specifically.

17 Q. Then I've also asked for all written
18 communications regarding the issues in this case with
19 any person besides your attorney, so any communications
20 with family members, Al LaPeter or other members of the
21 Sun Valley community, regarding fraud specifically.

22 A. And what I have that I could find in my
23 e-mails does not include, nor do I recall sending
24 anything in writing to anyone.

25 Q. I'm going to ask you about some individuals

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of April, 2012, by and between Sondra Kantor, hereinafter referred to as "Sondra," and Robert Kantor, hereinafter referred to as "Robert."

1. RECITALS: This Agreement is made with reference to the following facts:

1.01 The parties hereto were married on the 8th day of June, 1968, in Houston, Texas, and ever since have been and still are Husband and Wife.

1.02 The parties have three adult children.

1.03 Unhappy differences have arisen between Robert and Sondra, as a result of which they have agreed to separate and enter into this Agreement.

2. ROKAN PARTNERS: The parties own an interest in Rokan Partners, an Idaho limited partnership. The parties agree that the ownership in Rokan Partners shall be as follows:

- Rokan Corporation, a Delaware corporation: 6%
- Robert: 44%
- Sondra: 44%
- Geoffrey F. Kantor: 2%
- Aron B. Kantor: 2%
- Joshua M. Kantor: 2%

2.01 Rokan Corporation is the sole general partner of Rokan Partners.

2.02 Robert is the president of Rokan Corporation.

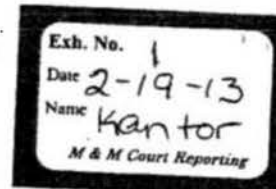
2.03 All stock in Rokan Corporation is owned by Century Trust (in a trust agreement dated January 1, 2006).

2.04 Rokan Partners owns an interest in PK Ventures LLC reflected in the operating agreement dated January 1, 2012.

PROPERTY SETTLEMENT AGREEMENT, P. 1

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust



2.05 Rokan Partners shall own any interest in all of the entities attached in the described Property and Debt Schedule (hereinafter "PDS") where the remarks have the initials RP.

2.06 It is the intent and the agreement of the parties that except as specifically provided herein, all interest in all other real estate including but not limited to syndications where the parties have direct or indirect ownership interest shall be assigned to Rokan Partners.

2.07 Robert and Sondra shall not sell, transfer, encumber, or in any way convey their interest in Rokan Partners unless both parties agree to the sale or conveyance.

2.08 The parties shall make such changes to the Rokan Partners agreement necessary to ensure that no members can be admitted to Rokan Partners without the written consent of both Robert and Sondra during their lives.

2.09 Other than ordinary and necessary expenses in connection with the assets of Rokan Partners, neither Robert nor Sondra shall receive directly or indirectly any compensation from Rokan Partners other than as stated in this agreement. Further, Robert and Sondra shall ensure that all documents reflect the fact that other than as stated in this Agreement, no one else shall directly or indirectly receive any payments from Rokan Partners. Robert may, under this Agreement, employ and pay such maintenance personnel and attorneys, accountants and bookkeepers as he deems necessary for operations of Rokan Partners. It is specifically provided that except as provided herein, no one shall employed by Rokan Partners without the written consent of Sondra, which consent shall not be unreasonably withheld.

PROPERTY SETTLEMENT AGREEMENT, P. 2

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.10 Ayako has prepared and shall continue to prepare the books and records and tax returns for Rokan Partners. Ayako shall continue to receive reasonable compensation for performing the services that have been performed in the past. A replacement for Ayako shall be a person agreed upon by Robert and Sondra.

2.11 The management of Rokan Partners is by Rokan Corporation. Robert is the president of Rokan Corporation and is thus managing Rokan Partners. There shall be no other person or entity managing Rokan Partners without the written consent of Sondra and Robert.

2.12 Except for what is reasonably necessary for operations of Rokan Partners, Robert shall cause Rokan Partners to distribute the available cash of Rokan Partners. The parties acknowledge that there is a requirement for pro rata distributions to all partners. Notwithstanding, Robert agrees that each month cash available to be distributed to Robert or Sondra shall be distributed as follows: the first \$6,000 available shall be distributed to Sondra, the next \$6,000 available shall be distributed to Robert, the next \$4,000 available shall be distributed to Sondra, the next \$4,000 available shall be distributed to Robert and thereafter available cash shall be distributed equally to Robert and Sondra. Provided further, that if in a month Sondra has received more than Robert, the next month before going through the priority of distribution set forth herein, Robert shall receive the first amount to equalize the distribution from the prior month. Further notwithstanding the above provisions, Robert shall use best efforts to ensure that Sondra receives \$6000 from Rokan Partners on the first day of each month beginning June 1, 2012.

PROPERTY SETTLEMENT AGREEMENT, P. 3

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.13 Prior to sale of any asset of Rokan Partners, Robert shall provide written notice to Sondra, as much in advance as possible under the circumstances, including all details of the proposed sale.

2.14 When Robert (whenever a reference is made to Robert the parties understand and agree that the reference is to Robert acting in his individual capacity, his capacity as president of Rokan Corporation, or his capacity as a member or partner in any other entity where the parties directly or indirectly have some ownership interest) receives any financial reports on any of the entities, he shall forward those financial reports to Sondra.

2.15 Anytime Ayako or any substitute bookkeeper prepares reports, monthly ledgers or general ledgers of Rokan Partners, those reports shall be forwarded to Sondra.

2.16 The parties shall cause the first amendment and the second amendment to the Rokan Partners agreement to be signed. The form of the second amendment is attached to this Property Settlement Agreement.

2.17 Attached hereto is a listing of known contingent liabilities. If Robert believes a contingent liability should be paid, Sondra shall not unreasonably deny consent to Rokan Partners making a deemed distribution to Robert and Sondra to pay said liability. Such deemed distribution shall not be considered a distribution for purposes of the distributions pursuant to 2.12.

2.18 Rokan Partners shall continue to pay the parties' son Shalom's loan for graduate school.

PROPERTY SETTLEMENT AGREEMENT, P. 4

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

2.19 The parties acknowledge that the parties' son Aaron owes Rokan Partners \$90,000.

2.20 Coincident with the signing of this Agreement, Rokan Partners shall distribute \$10,000 to Scot Ludwig and \$10,000 to Cosho Humphrey to be applied on attorneys fees and cost of each party. Any remaining fees and cost shall be the obligation of the respective parties.

3. PK VENTURES, LLC:

3.01 Rokan Partners owns an interest in PK Ventures, LLC.

3.02 Robert shall receive no compensation, directly or indirectly, from PK Ventures, LLC. Robert acknowledges that with regard to the operation of PK Ventures, LLC, he has the same fiduciary obligation to Sondra that he owes with regard to Rokan Partners or any other entity in which the parties have a joint ownership interest.

4. CENTURY TRUST:

4.01 Century Trust will receive funds through its ownership interest in Rokan Corporation.

4.02 Any funds available for distribution from Century Trust to Robert (or his successor upon his death) shall be distributed equally to Robert (or his successor upon his death) and Sondra. There are presently 2 Genworth Term Life Insurance Policies in effect and held by Century Trust. Policy #5,984,615 shall be discontinued as of Robert's 70th birthday. Policy #8266031 shall be continued, and the premiums shall be paid by Century Trust, for the 10 years following Robert's 70th Birthday.

PROPERTY SETTLEMENT AGREEMENT, P. 5

SWW/rft 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

4.03 Funds distributed from Rokan Corporation to Century Trust, in excess of the amount needed for payment of the premiums on the policy set forth above, may be distributed quarterly in equal amounts to Robert and Sondra. These amounts shall not be considered in the calculations set forth in Section 2.12.

4.04 Robert agrees that the Century Trust documents shall be amended to provide that the only trustees of Century Trust shall be Robert, Sondra, and their three children. The amendment to be signed by the parties, entitled First Amendment to the Century Trust, is attached hereto. Neither Robert nor Sondra shall have the power to make an appointment or give their interest in the Century Trust to anyone other than their three children.

5. REAL PROPERTY: The parties own real property located at 265 Golden Eagle Drive, Hailey, Idaho.

5.01 This real property shall be sold as soon as reasonably possible.

5.02 Pending the sale or disposition of this real property, Robert shall maintain the property and pay all utilities provided to the property. Any capital improvements will be paid one half by each party. Capital improvements will only be made if agreed upon by both parties in writing or ordered by the court.

5.03 Each party shall provide to the other any information either party receives that may be relevant to the ownership, sale, rental or other disposition of said property.

6. US DIGITAL GAMING: All present or future interest of either Robert or Sondra in US Digital Gaming, Inc. (USDG), a Delaware corporation, shall be assigned to Rokan

PROPERTY SETTLEMENT AGREEMENT, P. 6

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

Partners. Sondra shall be promptly provided with and informed of any available information received by Robert regarding USDG or our interest therein.

7. KF, LLC:

7.01 The parties own KF, LLC.

7.02 Neither party shall receive directly or indirectly any compensation from KF, LLC except as stated herein.

7.03 All funds available to be distributed from KF, LLC shall be divided equally between Robert and Sondra.

8. KANTOR FAMILY, LLC:

8.04 Robert and Sondra shall have an equal ownership interest in Kantor Family, LLC.

8.05 Robert shall not receive directly or indirectly any compensation from Kantor Family, LLC.

8.06 Any funds available to be distributed to Robert and/or Sondra from Kantor Family, LLC, shall be divided equally between Robert and Sondra.

9. OTHER OWNERSHIP INTEREST: On the attached PDS under business interests, there are other entities in which Robert and Sondra personally own an interest. The parties shall each continue to own one half of the interest in the entities where there is an "X" under both the column entitled "To Husband" and the column entitled "To Wife". To the extent either party receives financial information concerning these entities, or any other entity where the parties have an ownership interest (such as described in paragraphs 3, 6, 7, and 8 of this agreement), that party shall immediately forward the information to the other party.

PROPERTY SETTLEMENT AGREEMENT, P. 7

SWW/rfl 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

10. HOUSEHOLD GOODS AND FURNISHINGS AND OTHER TANGIBLE
PERSONAL PROPERTY:

10.01 On the attached PDS, commencing at Item 119 is a listing of tangible personal property.

10.02 Robert is awarded the items under the column entitled "To Husband" as indicated with an "X" or a dollar amount.

10.03 Sondra is awarded the items under the column entitled "To Wife" as indicated with an "X" or a dollar amount.

10.04 Where there is an item that does not include an allocation to Robert or Sondra, that item shall be sold in a manner agreed to by the parties in writing. The first \$35,156 of proceeds shall go to Sondra. The proceeds in excess of \$35,156 shall be divided equally between Robert and Sondra. In the event the items do not produce at least \$35,156, Robert shall immediately pay to Sondra one half of the difference between the proceeds received and \$35,156. For example, if the proceeds are only \$30,156, Robert shall immediately pay to Sondra the sum of \$2,500.

10.05 Prior to a sale, either party may elect to take an item of personal property to be sold at a value agreed upon by the parties in writing.

10.06 If an item of property is not listed on the attached PDS the parties shall either agree to a value and allocation or sell the item in the manner described in this paragraph 10.

PROPERTY SETTLEMENT AGREEMENT, P. 8

SWW/hfl 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Roka Partners, and 1st Amendment to Century Trust

11. EXCLUSIVE RESORTS:

11.01 The parties have an ownership interest in Exclusive Resorts (held in the names of their children).

11.02 Sondra shall be given the password to Exclusive Resorts.

11.03 Robert shall use best efforts to sell Exclusive Resorts. Any net proceeds shall be paid one half to Robert and one half to Sondra. If Robert has a buyer for Exclusive Resorts, Sondra shall not unreasonably withhold consent to the sale.

12. 2011 TAX RETURNS: The parties shall file married filing joint tax returns for 2011.

13. MEADOWS STORE ROOM: Sondra shall be given a key to and be allowed to use the Meadows store room. To the extent the parties have any property in the Meadows store room that is not listed on the attached PDS, those items shall be equally divided between Robert and Sondra.

14. VALLEY CLUB MEMBERSHIP: The Valley Club membership owned by Robert and Sondra is up for sale. Upon sale, the parties shall each receive one half of the net proceeds. Pending the sale, Robert shall be obligated to make the required minimum payments and any payment for his use of said membership.

15. AIRLINE MILES: The parties agree that as of January 1, 2011 the mileage or points balances on Robert's credit cards were as follows:

- American Express Centurion Acct #...6-81004 - 610,234;
 - Delta Sky Miles Amex Acct #...8-3002 - 10,800;
 - Wells Fargo Visa Acct #...4652 - 390,461
- Total: 1,011,495 points

PROPERTY SETTLEMENT AGREEMENT, P. 9

SWW/rfl 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Roka Partners, and 1st Amendment to Century Trust

As of February 1, 2011, Sondra had 71,000 miles in her Delta Sky Miles Accounts. Robert shall transfer to Sondra one-half of the difference, which is 470,248 (1,011,495 less 71,000 = 940,495 divided by 2 and rounded up).

16. ROKAN VENTURES:

16.01 Rokan Partners owns 25% of Rokan Ventures.

16.02 Any new commercial real estate syndications or other commercial real estate activities that Robert intends to, or does, become involved in shall be done in Rokan Ventures provided that any activity that Rokan Ventures declines shall not be done in Rokan Ventures.

16.03 To the extent agreed upon with the other members of Rokan Ventures, Robert may receive a salary or guaranteed payment from Rokan Ventures. Any salary or guaranteed payment in excess of \$60,000 paid or payable to Robert by Rokan Ventures shall be paid to Rokan Partners and become an asset of Rokan Partners.

17. PAYMENT OF DEBTS BY ROBERT: Robert shall pay the following debts:

17.01 The debts described as Items A, B, C, E, F, and P on the attached PDS.

17.02 One half of the contingent liabilities including attorney fees related to the contingent liabilities.

17.03 Any other debts incurred by him.

18. PAYMENT OF DEBTS BY SONDRA: Sondra shall pay the following debts:

18.01 The debts described as Items D, Q, T, V and W on the attached PDS.

18.02 One half of the contingent liabilities including attorney fees related to the contingent liabilities.

PROPERTY SETTLEMENT AGREEMENT, P. 10

SWW/rf 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

18.03 Any other debts incurred by her.

19. JOINT DEBTS: The debt described as Item U on the attached PDS shall be paid from Rokan Partners. Payments on this joint debt shall be a deemed distribution to Robert and Sondra and such deemed distributions shall not be considered a distribution for purposes of the distributions pursuant to 2.12.

20. DONOR ADVISED FUND: Robert shall make arrangements so that Sondra can designate \$1,000 per year from Donor Advised Fund to a qualified charity.

21. ROBERT'S AMERICAN EXPRESS CENTURION CARD: Sondra shall have a gold card that is associated with Robert's American Express Centurion card so long as Robert maintains his membership and Sondra shall be solely reasonable for any charges she makes.

22. DISPOSITION OF PROPERTY: Subject to the provisions of this Agreement, each of the parties hereto may in any way dispose of his or her property of whatever nature, real or personal; and the parties hereto, each for himself and herself, respectively, and for the respective heirs, legal representatives, executors and administrators and assigns, hereby waives any right of election which he or she may have regarding the estate of the other, or any right to take against any last will and testament of the other, and hereby renounces and releases all interest, right or claim that he or she now has or might otherwise have against the other, under or by virtue of the laws of any state or country.

23. BINDING EFFECT: All of the provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives and assigns.

PROPERTY SETTLEMENT AGREEMENT, P. 11

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Attachments - PDS, 2nd Amendment to Rokan Partners, and 1st Amendment to Century Trust

24. AGREEMENT MAY BE SUBMITTED TO COURT: The parties agree that this agreement shall not initially be submitted to the court but shall be kept private between the two parties. However, if either party believes there is a need to seek court involvement with regard to any provision, that party may submit this agreement to the court and upon request the court shall incorporate this agreement as a supplemental judgment of the court.

25. ADDITIONAL DOCUMENTS: The parties hereto agree to make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement.

26. ADVICE OF COUNSEL: The parties hereto stipulate that he or she has been represented by counsel and is familiar with the terms and conditions of this Agreement.

27. SEPARATE PROPERTY/INCOME AFTER SIGNING OF AGREEMENT: The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any and all property or income acquired or earned by either party hereto shall be the separate property of the party who has acquired or earned it and the other party shall have no claim thereon. The parties agree that any income earned by either party after the date of signing this Agreement shall be the separate property of the party earning the income, and any income on separate property shall be separate property from and after the date of signing this agreement.

28. DEBTS AFTER SIGNING OF AGREEMENT: The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any debts incurred by either party hereto shall be the separate debt of the party incurring the debt and shall not be a community debt. The parties hereto agree not to incur any debt for which the other party may be liable. In the event Robert shall obtain refinancing of any debts for which Sondra has liability,

PROPERTY SETTLEMENT AGREEMENT, P. 12

SWW/rn 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Rakan Partners, and 1st Amendment to Century Trust

Sondra shall co-operate in any manner needed to conclude such refinancing after review of the refinancing documents and terms by her attorney and/or accountant

29. MISCELLANEOUS PROVISIONS:

28.01 The parties hereto both stipulate and agree that they have read and fully understand this Agreement.

28.02 The parties hereto agree that they have entered into this Agreement without undue influence or fraud or coercion or misrepresentation or for any other like cause.

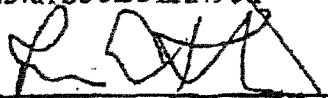
28.03 If action is instituted to enforce any of the terms of this Agreement, then the losing party agrees to pay to the prevailing party all costs and attorneys' fees incurred in that action.

28.04 Each of the parties hereto represents to the other that they have made full disclosure of all community assets and community liabilities of which they are aware.

28.05 The parties hereto stipulate and agree that the division of community assets provided for in this Agreement is fair and equitable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


SONDRA LOUISE KANTOR


ROBERT ARON KANTOR

PROPERTY SETTLEMENT AGREEMENT, P. 13

SWW/rh 21579-001/765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Roken Partners, and 1st Amendment to Century Trust

STATE OF Idaho)
)ss.
County of Blaine)

On this 25th day of April, 2012, before me, the undersigned notary public in and for said State, personally appeared SONDRA LOUISE KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Carille K. Watson
Notary Public for John Henry Peters
Residing at Blaine, Idaho
Commission expires 05-07-2013

STATE OF IDAHO)
)ss.
County of Blaine)

On this 25 day of April, 2012, before me, the undersigned notary public in and for said State, personally appeared ROBERT ARON KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Monica A. Hanson
Notary Public for John Henry Peters
Residing at Blaine, ID
Commission expires 11/29/2012

PROPERTY SETTLEMENT AGREEMENT, P. 14

SWW/rb 21579-001765176 4/20/2012 9:32 AM

Attachments - PDS, 2nd Amendment to Roka Partners, and 1st Amendment to Century Trust

PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

8/8/1968

COMPLAINT FILED:

1/25/2011

CH'S EVALUATION AND ALLOCATION									
ITEM NO.	PROPERTY DESCRIPTION	MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh. #
1	REAL PROPERTY:								
2	285 Golden Eagle Dr. S., Hailey, ID 83333-5130				C				
3	Mackey Cabin				C	\$ 75,000			
4	INVESTMENT PROPERTY:								
5	Helm Station, Ketchum, ID	\$ 1,800,000	\$ 1,077,737	722,263				100% ownership - PKV	
6	US West (340 Lewis), Ketchum, ID	\$ 2,200,000	\$ 765,186	1,434,814				100% ownership - PKV	
7	The Meadows, Ketchum, ID - mobile home park (The Meadows, LLC)	\$ 10,822,709	\$ 5,500,000	5,322,709				RP	
8	The Meadows (Clear Creek - Development Land), Ketchum, ID	\$ 2,500,000	\$ 2,200,000	300,000				KF, LLC	
9	Broadford Road (Clear creek), Hailey, ID	\$ 350,000	\$ 400,000	(50,000)				KF, LLC	
10	The Ketchum Depot, Ketchum, ID	\$ 1,900,000	\$ 1,212,139	687,861				RP	
11	Enterprise Business Park, Flagstaff, AZ	\$ 1,750,000	\$ 1,106,552	643,448				RP	
12	200 Partners, LLC (Staples), Wenatchee, WA	\$ 2,730,000	\$ 848,952	1,881,048				RP	
13	R & R (540 N. 2nd Ave), Ketchum, ID (R & R, LLC)	\$ 1,250,000	\$ 900,000	350,000				RP	
14	Gateway, Wenatchee, WA (Gateway Properties, LLC (WA))	\$ 350,000	\$ 250,325	99,675				RP	
15	Shucks Auto, Boise, ID	\$ 1,000,000	\$ 733,887	266,113				RP	
16	CE, LLC (1221 Airport Way, Hailey, ID)	\$ 500,000		500,000				RP	
17	ORE House, Ketchum, ID (ORE House, LLC)	\$ 1,100,000	\$ 247,184	852,806				RP	
18	HP 28, Boise, ID	\$ 3,254,000	\$ 3,254,137	(137)				RP	
19								RP	
20	Lot 7, Block 4, Hailey, ID (Lot 7, Block 4, LLC)	\$ 200,000		200,000				RP	
21	Valley Center, Bellevue, ID (Valley Center, LLC)	\$ 500,000		500,000				RP	
22	Broadway Bob, Boise, ID	\$ 1,062,483	\$ 490,346	572,137				RP	
23	Mack Center, Hailey, ID	\$ 3,000,000	\$ 3,000,000					RP	
24	Friedman Park, Hailey, ID	\$ 1,100,000	\$ 1,100,000					RP	
25	Americana, Boise, ID	\$ 7,008,824	\$ 4,289,006	2,719,818				RP	
26	311 Land, Ketchum, ID	\$ 300,000	\$ 600,000	(300,000)				RP	
27	311 Building, Ketchum, ID	\$ 1,400,000	\$ 1,050,000	350,000				RP	
28	RSK Annex, Boise, ID	\$ 1,000,000	\$ 600,000	400,000				RP	
29	Goodwill, Pocatello, ID	\$ 1,200,000	\$ 878,000	322,000				RP	
30	711 N. Main Street, Hailey, ID	\$ 4,150,000	\$ 4,150,000					RP	
31	St. Lukes, Boise, ID	\$ 24,200,000	\$ 15,337,938	8,862,061				RP	
32	Hood River Center, Hoodriver, OR	\$ 13,000,000	\$ 7,500,000	5,500,000				RP	

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PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
33	210 Capitol, Salem, OR	\$ 900,000	\$ 850,000	50,000				RP	
34	Boise Bend, Boise, ID	\$ 5,438,000	\$ 2,943,000	2,495,000				RP	
35	8390 Golden Trout St., Boise, ID							RP	
36	10688 W. Ustick Rd. Boise, ID 83717							RP	
37									
38	BUSINESSES:								
38	The Century Trust								
40	KF, LLC				X	X			
41	SLK, LLC							gone	
42	SLK Development, LLC (75% ownership by KF, LLC)							gone	
43	Double Diamond Partners, LLC							gone	
44	SC Ranch, LLC							gone	
45	VRP, LLC							gone	
46	Ramon Park Associates, Ltd.							RP	
47	HCC, LLC							sold	
48	Kantor Family, LLC (CO)				X	X		as divided	
49	Spring Creek Investors, LLC							gone	
50	SVR Management, LLC							gone	
51	Rokan Property Services, LLC							RP	
52	Mid Valley Water Company, LLC							RP	
53	Mid Valley Sewer Company, LLC							RP	
54	Bullion Squire, LLC (ID)							RP	
55	Sage Ctrf. LLC (ID)				X	X		KF, LLC 25%	
56	H. K. Marino, Inc. (100% ownership by KF, LLC)				X	X			
67	KFI, LLC - LIQUIDATED							Gone	
58	Rokan Corporation (8% interest in Rokan Partners)								
69	Rokan Partners							Sondra and Robert = 88%	
60									
61									
62	Broadway Bob, LLC							RP	
63	Highlands Station, LLC (ID)							RP	
64	ISI Homes, LLC (LLC)							RP	
65	ISI Idaho, LLC							RP	
66	KWH Partnership							RP	
67	MIP, LLC							RP	
68	Rokan Oregon, LLC							RP	
69	RVL, LLC							RP	
70									
71									
72	Vision Optical Partners, LLC							RP	

PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sondra Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 8/8/1988

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

DATE OF MARRIAGE		07/01/1992		CH'S EVALUATION AND ALLOCATION								
ITEM NO.	PROPERTY DESCRIPTION	MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh A			
73	RV Hood River, LLC (85% ownership by Roka Partners)							RP				
74	Hood River Center, LLC (ID)							RP				
75	John Alan Partners, II, LLC							owned by Roka Ventures				
76	Roka Ventures, LLC							RP				
77	200 Partners, LLC (ID)							RP				
78	311 First Avenue Managers, LLC							RP				
79	Medical Building Investment Group, LLC							RP				
80	PK Ventures							RP				
81	Eastman Investors, L.P.					X	X					
82												
83												
84	RETIREMENT, BANK ACCOUNTS, INVESTMENTS, CASH AND LIFE INSURANCE											
85	Zions Bank Acct #...4944 (in Robert's name only)	\$ 420		420	C			as of 9/19/11. Robert stopped depositing his Social Security checks into this account after 5/18/10				
86	US Bank Acct #...6636 (in Robert's name only)	\$ 4,755		4,755	C			as of 9/15/11 Only Robert's social security checks deposited to this account				
87	Wells Fargo Savings Acct #1634032237 (in Robert's name only)	\$ 3,275		3,275	C			as of 9/13/11				
87a	Wells Fargo Checking Acct #...1653 (in Robert's name only)											
88	Bank of America Checking Acct #...5236 (in Sondra's name only)							closed				
89	Bank of America Savings Acct #...5236 (in Sondra's name)							closed				
90	Bank of America Checking Acct #...0188 (in Sondra's name only)				C		X	as of January 2012				
91	Bank of America Savings Acct #...0188 (in Sondra's name only)							closed				
92	Bank of the West, Acct #??				C		X	as of January 2012				
93	Oppenheimer Acct #G24-1647036 (KFI LCC - Robert Kantor Trustee - PAS Cambiar)	\$			C			Closed				
94	Oppenheimer Acct #G24-1645840 (KFI LCC - Robert Kantor Trustee)				C			Closed				
95	Oppenheimer Acct #G24-1647044 (KFI LCC - Robert Kantor Trustee - PAS PIMCO COMM)	\$			C			Closed				

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PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
96	Oppenheimer Acct #G24-1647081 (KFI LLC - Robert A Kantor Trustee - PAS Van Eck)	\$ -			C			Closed	
97	Oppenheimer Acct #G24-1647089 (KFI LLC - Robert A Kantor Trustee - Star-Schaler)	\$ 229		229	C			Closed	
98	Oppenheimer Acct #G24-1647077 (KFI LLC - Robert Kantor Trustee - PAS NFJ)	\$ -			C			Closed	
99	Oppenheimer Acct #G24-1647083 (KFI LLC - Robert Kantor Trustee - STAR NEW PATH)	\$ -	\$ 65	(65)	C			Closed	
100	Oppenheimer Acct #G24-1647101 (KFI LLC - Robert Kantor Trustee - PAS ACORN)	\$ -			C			Closed	
101	Oppenheimer Acct #G24-1647119 (KFI LLC - Robert Kantor Trustee - PAS GS)	\$ -			C			Closed	
102	Schwab Account								
103	Schwab Acct #9164-9408 (in Joshua's Name)	\$ 2,936		2,936	n/a			as of 9/30/11	
104	Schwab Acct #2224-8757 (in Aron's name)	\$ 2,261		2,261	n/a			as of 9/30/11	
105	Schwab Acct #5136-7096 (in Shalom's name)	\$ 3,837		3,837	n/a			as of 9/30/11	
106	Schwab Acct #6196-5397 (in Sondra's name)				C	\$ 1,434		as of 9/30/11	
107	Schwab Acct #3240-1359 (in Sondra's name)				C	\$ 224		as of 9/30/11	
108	First Colony Term Life Insurance Policy No. 5.984.815 (death benefit \$2.5M) issued August 1, 2002 - Insured: Robert				C			no cash value	
109	Genworth Term Life Insurance Policy #8265031 (Century Trust Agreement dtd 8/8/02) issued August 14, 2003 (death benefit \$1.5M) - Insured: Robert				C			no cash value	
110	Air Miles - Defts				C	X	X		
111	American Express Centurion Acct #1M40956736 (American Express Acct # 8-1004) Membership Rewards Points - Total: 400,238					X	X	as of 1/1/11, divide and transfer	
112	Wells Fargo Bank Acct #0291 (Rokan Partners)	\$ 31,577		31,577				RP	437
113	Wells Fargo Money Market Acct #8782 (Rokan Partners)	\$ 17,040		17,040				RP	440
114	Zions Bank Acct #0484 (in Robert's name)	\$ 420		420	X			as of 12/30/10	441

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PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Etc.
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
115	Bank of the West Acct (in Sondra's name)						X		
116	Bank of America Acct (in Sondra's name)						X		
117									
118	VEHICLES:								
119	2008 Red Jeep Cherokee, VIN #...162178	\$ 21,000		21,000	C		X	Info obtained from Idaho DMV Web-site	
120	2007 GMC Denali, VIN #...266584	\$ 24,000		24,000	C	X		Info obtained from Idaho DMV Web-site	
121	1978 Mercedes 450, VIN #...057978	\$ 8,000		8,000	C			sell to Richard Baskin and divide proceed equally	
122									
123	HOUSEHOLD GOODS & FURNISHINGS:							Personal property appraisal by David Hutchins dated 7/6/11	289
124	Household:								
125	Bench, upholstered Navajo rug-damaged	\$ 850		850		\$ 850		Hutchins	
126	Chinese apothecary cabinet	\$ 1,800		1,800		\$ 1,800		Hutchins	
127	Apache basket round 28"x7" deep	\$ 2,800		2,800				Hutchins	
128	Pine chest, black knobs & drawer	\$ 650		550				Hutchins	
129	Oriental 4 door cabinet	\$ 950		950		\$ 950		Hutchins	
130	Wood frame chair, woven seat & back	\$ 185		185				Hutchins	
131	Wood desk with primitive top	\$ 450		450				Hutchins	
132	Native American basket, round 17 1/2" X 10" deep	\$ 650		650				Hutchins	
133	Pair of hammered brass & ceramic lamps	\$ 600		600				Hutchins	
134	Amer. Indian basket 18x14"	\$ 225		225				Hutchins	
135	Amer. Indian basket 16x12"	\$ 450		450				Hutchins	
136	Pair of goose ceramic	\$ 300		300				Hutchins	
137	Cabinet, Pine 62x18x78	\$ 1,200		1,200				Hutchins	
138	Coffee table Guest sitting area	\$ 285		285				Hutchins	
139	Pine clock	\$ 200		200		\$ 200		Hutchins	
140	Pine 5 drawer chest, wood knobs	\$ 850		850				Hutchins	
141	Armoire, pine	\$ 1,000		1,000				Hutchins	
142	Kingbed/pine bedstead Shalom's room	\$ 1,000		1,000				Hutchins	
143	Headboard Bed-Aron, Hunszinger	\$ 4,000		4,000			X	Sell	
144	Antique wood bench, mudroom (2)	\$ 850		850	X	X		Hutchins - Bob - one in his office	

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PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
145	Partner's desk	\$ 8,250		8,250				Insurance list: Hutchins \$1000	
146	French Buffet	\$ 3,000		3,000				Hutchins	
147	Murano pedestal vases	\$ 250		250				Hutchins	
148	17th century clock	\$ 3,100		3,100				Hutchins	
149	Vintage wood buffet	\$ 850		850				Hutchins	
150	Steinway piano	\$ 30,000		30,000				Hutchins-Sell	
151	Jacobean chest	\$ 500		500		\$ 500		Hutchins said \$500, found one online in UK for 750 Pounds/\$1200/\$2350 Insurance list	
152	English Footbath	\$ 2,500		2,500				Insurance list-Ask Deanna Melin	
153	Huntzinger bed-master bedroom replacement value	\$ 10,000		10,000				L.A. Design Concepts, Ironies rep.	
154	Oriental bedstead table-left	\$ 845		845		\$ 845		Hutchins	
155	Fujian Bedside table right	\$ 450		450		\$ 450		Hutchins	
156	Upright piano	\$ 450		450				sold	
157	Hawaiian pool table	\$ 2,000		2,000		\$ 2,000		Hutchins valued at \$2,000/Insurance valued at \$7,000 on 4/13/91	
158	Procor Stretch trainer	\$ 300		300	X	X		Hutchins	
159	Barbells	\$ 225		225				"	
160	Tecnik exercise bike	\$ 950		950		X		"	
161	Ab Scissor	\$ 80		80				"	
162	SST Stretch trainer	\$ 95		95				"	
163	Vedra Total Gym	\$ 3,000		3,000				"	
164	Procor walker	\$ 1,200		1,200		X		"	
165	Procor AMT Stepper	\$ 4,500		4,500		\$ 1,500		"	
166	Fishing rod collection			-	X			"	
167	Fishing flies			-	X			"	
168	Gun collection			-	X			"	
169	Watches if real	\$ 1,500		1,500	X			"	
170				-					
171	Furniture:			-					
172	Blue Sofa and Chair (Movie Room)			-	X				
173	Green Sofa (Upstairs Sitting Room)			-		X			
174	Living Room Suede Love Seat and Chairs			-					
175	Living Room Sofas			-					
176	Breakfast table and chairs			-					
177	Bar stools (6)			-		X			
178	Dining Room Table and Chairs			-					

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PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Esh #
		MARKET VALUE	LIENS	EQUITY	CRS	TO HUSBAND	TO WIFE	REMARKS	
179	Library Chairs and Ottoman					\$ 500			
180	Oval Desk & of A	\$ 1,000		1,000		\$ 1,000		Hutchins	
181	Lamp in Shalom's room						X		
182	Sofa in Guest Sitting room								
183	Small desk/table in Upstre Sitting								
184	Antique wing chair	\$ 6,750		6,750				Bob's office, insurance list	
185	Massage Chairs (2)	\$ 500		500		\$ 500			
186	Outdoor furniture					X	X	To be shared	
187	Desktop Computer in bob's Office					X			
188	Laptop computer in Kitchen (including music and family photos)						X		
	Art:								
189	Bronze "Go for Broke", library	\$ 2,500		2,500				Ann's	
190	Hat collection-5	\$ 1,500		1,500		\$ 1,500	\$ 1,500		
191	Peter Beard book	\$ 3,800		3,800			\$ 3,800		
192									
193	Trink Nguyen Panels	\$ 15,000		15,000					
194	Inez Storck pieces	\$ 6,300		6,300			\$ 6,300		
195	Christiansen oil	\$ 6,000		6,000			\$ 6,000		
198	Fighting Lion	\$ 10,000		10,000		\$ 10,000		recently purchased for \$10,000.00	
197	Margeux Walter "Paperweight"	\$ 3,500		3,500			\$ 3,500		
198	Big Stot-Gonzales					X			
199	Cut Loose-Dan Snyder							Louise	
200	Crayons-Nathan Kane							Shalom	
201	Chewed Ruler-Steinberg					X		Louise	
202	Portrait of Navajo Code Talker, Gorman bronze					X		Louise	
203	Ceramic and Paper Fans, Luce						X		
204	Graffs by Dentzel c. 1690	\$ 15,500		15,500		\$ 15,500		insurance list TBA	
205	Robert Henri	\$ 1,500		1,500		\$ 1,500		insurance list TBA-Louise	
208	Charcoal-H.C. Davies								
207	Hamburger in Paradise-Schindler	\$ 10,000		10,000	\$	X			
208	Sitting Indian Woman, Gorman							TBA-Louise	
209	Silver Creek by Hugh Mossman					X			
210	Turbaned Woman, Obivers	\$ 15,000					\$ 15,000		
210a	Red Encaustic, purchased from Gail Severa						X		
211	H.C. Davies "Hans Hoffman"					X			
212	"Close Together" by Karel Appel					X			
213	Ruth Lohf Photo Collages						X	See insurance list	
214	"Gran Poche" Gonzales						X	TBA Louise	
215	Three Collages-Weber						X	TBA-Louise/Suzi	

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PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

		CH'S EVALUATION AND ALLOCATION							Exh #
NO.	PROPERTY DESCRIPTION	MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
216	Appel Sculpture Fish			-					
217	Appel Painting "Animal"			-				To Josh	
218	"Mother" Gorman			-				To Shalom	
219	H.C. Davies "At the Opera"			-			X		
220	H.C. Davies "Rainy Day"			-			X		
221	"Oven Day" Gonzalez			-			X	TBA-Louise	
222	Moonlight Table, Steinberg			-			X	TBA-Louise	
223	Got Ya Covered, Perrie	\$ 750		750		\$ 750		Insurance List	
224	Large Photo "Fam" collage, Utloff			-		X		TBA-Louise	
225	Various Prints as per Hutchins Appraisal			-		X			
226	Under The Bed, Gshan Wilson	\$ 2,500		2,500				Insurance List; TBA-Suzy FIND	
227	In the Mirror, Tooker	\$ 4,500		4,500				Insurance Est. TBA-Suzy FIND	
228	Animation Cells by Ron Searle, from Dick Deadaya	\$ 2,000		2,000		\$ 2,000		Hutchins	
229	Fellus "Study 11"	\$ 650		650			\$ 650	Insurance List	
230	Dal Chang Portfolio-Lithos-	\$ 1,200		1,200				per Suzy Locke - Self	
231	Picasso Etching			-		X			
232	Various Etchings			-		X			
233	African, American Indian, Latin American art Collection			-		X	X	Find Appraiser-Insurance List shows \$12635 total; Hutchins shows 1 basket as \$2800	
234	Carousel Horses, Green & Gold	\$ 7,000		7,000				Insurance List	
236	Carousel Horses, White/Lavender	\$ 7,000		7,000				Insurance List	
236	Appel Partners			-			X		
237	Robert's Art (Prices based on Robert's estimated values for 2004 Idaho Triennial);			-		\$ 50,000		Includes value of Item Nos. 238, 239, 241, 242, 246	
238	Camp Hope			-		X			
239	White Hope			-		X			
240	White Flower			-		X			
241	12 Hearts			-		X			
242	Thistles			-		X			
243	"L"			-					
244				-		X			
246	Consignment From I.Wolk:			-					
246	Balance in Black and White			-					
247				-					
248	Art in and around Kantor Home:			-					
248	Creation			-		X			
250	Flower (at Mary's)			-			X		
251	Louise's Breakfast			-		X			

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PROPERTY AND DEBT SCHEDULE

CASE TITLE:

Robert Kantor v. Sondra Kantor

CASE NO:

CV-2011-0000525

CH FILE NO.:

21579-001

DATE OF MARRIAGE:

6/8/1968

COMPLAINT FILED:

1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
252	Double Hearts Table			-	X				
253	Heart on Kitchen glass bar			-	X				
254	Living Room Mobile			-	X				
255	Elm			-			X		
256	Carpets:			-					
257	Hertz Library	\$ 29,000		29,000				Insurance List	
258	Entryway-Persian wool-Mahyar/Serouk Wool 5'6" x 12'6" Large blue and old rose roselle, rose field	\$ 6,000		6,000		\$ 5,000		Insurance List	
259	Media Room-Large newer rug			-				TBA Terry Reid/Nancy Norris	
260	Great room-Tibetan refugees-			-				TBA Terry Reid/Nancy Norris	
261	Dining Room Rug			-				TBA Terry Reid/Nancy Norris	
262	Persian Silk Rug	\$ 1,000		1,000				Insurance List	
263	Belouchistan Wool rug, blue & brown	\$ 476		476				Insurance List	
264	Turkoman wool 3'7" x 4', old rose w/ blue lozenge	\$ 800		800				Insurance List	
265	Persian wool 4'10" x 7'7" Deep blue field	\$ 2,500		2,500				Insurance List	
266	Persian Wool 6' x 7'3" Bijar/Deep blue rectangular field with red small florals repetitive	\$ 2,250		2,250				Insurance List; Library under desk?	
267	Angolian Wool Mat 2' x 3'6" red serrated border w/ 3 orange geometrics	\$ 265		265				Insurance List	
268	Persian Kilim rug- 4'6" x 6'4" Rose & gold field w/ blue & ivory floriate	\$ 1,800		1,800				Insurance List	
269	Caucasian wool rug 3'7" x 6'2" deep blue field w/ vivid medallions	\$ 1,500		1,500				Insurance List	
270	Persian wool rug 4'4" x 8'2" Sky blue cartouche w/ ornate old rose and ivory medallion	\$ 950		950				Insurance List	
271	Hertz Rug Roumanian 7'3" x 18'2"	\$ 7,500		7,500				Insurance List-in store room, FIND	
372	Stark Carpet			-				Insurance List-in store room, FIND	
273	Outdoor Furniture:			-	X	X			
267				-					
288	Other			-					
289	Jewelry in Sondra's possession	\$ 75,000		75,000	\$		X	gifts	
290				-					
294	Exclusive Resorts			-	X	X			
295				-					

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PROPERTY AND DEBT SCHEDULE

CASE TITLE: Robert Kantor v. Sondra Kantor
CASE NO: CV-2011-0000525
DATE OF MARRIAGE: 6/8/1968

CH FILE NO.: 21579-001
COMPLAINT FILED: 1/25/2011

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION							Exh #
		MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	
296									
297									
	Liabilities								
A	Wells Fargo Acct #...0590 (in Robert's name only)	\$ 38,581		(38,581)		\$ (38,581)		as of 10/10/11	
B	B of A Amex #8548/1632 (Sondra's)	\$ 40,000		(40,000)		\$ (40,000)			
C	B of A Visa #9719 (Sondra's)	\$ 18,000		(18,000)		\$ (18,000)			
D	Delta Amex #3006	\$ 4,000		(4,000)			X		
E	American Express Acct #...3-82002 (in Bob's name)	\$ 3,048		(3,048)	X			as of 10/10/11	
F	American Express Centurion Card (in Bob's name) Acct #... 6-81004	\$ 6,172		(6,172)	X			as of 9/18/11 Used to pay Sondra's attorney fees	
K	Silvus Loan 3024A	\$ 2,104,886		(2,104,886)				entity	
L	Silvus 3158A	\$ 390,000		(390,000)				personal	
O	B of A Equity Line	\$ 1,000,000		(1,000,000)				2nd on home	
P	Attorneys Fees - Scot Ludwig				X				
Q	Stevens Pierce & Associates	\$ 7,500		(7,500)			X	expert fees	
T	Steve Savarin						X	expert fees	
U	US Bank	\$ 25,000		(25,000)					
V	Doctor - SF - Sondra	\$ 1,000		(1,000)			X		
W	Remaining fees owed to Cosh-Humphrey						X		
X									
	TOTAL ASSETS	96,438,398	64,912,841	31,525,555		76,564	40,406		
	DIFFERENCE							(35,156)	
	AMOUNT TO EQUALIZE					(17,578)	17,578		
	EQUALIZED COM. PROPERTY		Proof \$ 115,972			\$ 57,986	\$ 57,986		

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of September, 2012, by and between Sondra Kantor, hereinafter referred to as "Sondra," and Robert Kantor, hereinafter referred to as "Robert."

RECITALS: This Agreement is made with reference to the following facts:

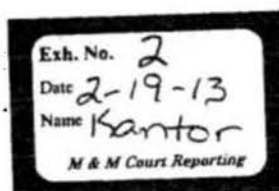
- a. The parties were formerly husband and wife.
- b. The parties jointly own property and have a settlement agreement resolving property issues.

For the reasons recited herein and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GOLDEN EAGLE PROPERTY: Sondra shall immediately sign all documents necessary now for the sale of the real property at 265 Golden Eagle and all necessary documents for the closing of the sale of said property.

2. MERCEDES: The Mercedes that was to be sold shall be allocated to Robert at a value of \$8,000.

3. AIR MILES: Robert has already transferred 200,000 miles from the AMEX Centurion to Sondra. Sondra shall receive an additional 250,000 points of the Wells Fargo account in Robert's name. As, if, and when Sondra desires to use these points, Robert shall join in a phone call with Sondra to Wells Fargo to facilitate Sondra's use of these points up to 250,000 points. This resolves all issues with regard to the division of miles/points in the agreement of the parties.



4. ATTORNEY FEES: Robert shall cause Roka Partners to pay the cost of Sondra's attorney for the preparation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Sondra Louise Kantor 9/26/12
SONDRA LOUISE KANTOR 10:45 AM HST

ROBERT ARON KANTOR

STATE OF _____)
) ss.
County of _____)

On this _____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared SONDRA LOUISE KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared ROBERT ARON KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____



Rokan Property Services

540 2nd Ave. N. Ste. 101

P.O. Box 1271

Ketchum, ID 83340

Office 208.726.1780 / Fax 208.726.0454

Kantor

Facsimile transmittal

To:	Stan Wk/oh	Fax:	338 3290
From:		Date:	
Re:		Pages:	
Cc:			
<input checked="" type="checkbox"/> Urgent	<input type="checkbox"/> For review	<input type="checkbox"/> Please	<input type="checkbox"/> Please reply <input type="checkbox"/> Please recycle

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of September, 2012, by and between Sondra Kantor, hereinafter referred to as "Sondra," and Robert Kantor, hereinafter referred to as "Robert."

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- a. The parties were formerly husband and wife.
- b. The parties jointly own property and have a settlement agreement resolving property issues.

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2. MERCEDES: The Mercedes that was to be sold shall be allocated to Robert at a value of \$8,000.
3. AIR MILES: Robert has already transferred 200,000 miles from the AMEX Centurion to Sondra. Sondra shall receive an additional 250,000 points of the Wells Fargo account in Robert's name. As, if, and when Sondra desires to use these points, Robert shall join in a phone call with Sondra to Wells Fargo to facilitate Sondra's use of these points up to 250,000 points. This resolves all issues with regard to the division of miles/points in the agreement of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SONDRA LOUISE KANTOR

ROBERT ARON KANTOR

STATE OF _____)
)ss.
County of _____)

On this ____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared SONDRA LOUISE KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF Ind)
)ss.
County of Baure)

On this ____ day of September, 2012, before me, the undersigned notary public in and for said State, personally appeared ROBERT ARON KANTOR, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



AGREED 2012
SWW/m 1:25 PM

Monica A. Hanson
Notary Public for IDaho
Residing at Idaho
Commission expires 11/27/2012

----- Forwarded message -----

From: **Sondra Kantor** <twinks.idaho@gmail.com>

Date: Sun, Feb 3, 2013 at 8:25 AM

Subject: Good morning.....

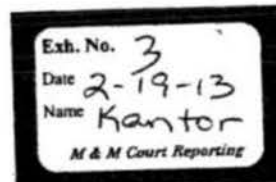
To: M Bennett <mbenn179@aol.com>

Cc: robert kantor <rakantor@gmail.com>, itsnotiowa@gmail.com, Al LaPeter <alfredlapeter@gmail.com>

Dear Marshall and Arlene,

Thank you for your friendship, love and support over the past two very difficult years in my life. The dust is beginning to settle, and there are some wrongs that I must right. One of those wrongs is some of what I have said to you about fraudulent actions by Bob against me. In the lawsuits he filed against me recently, I made a claim of fraud on his part, at the advice of my attorney. This claim has no evidence to support it, and I am withdrawing it.

My expressions to you, born of anger and fear, have caused distress and possible business harm to Bob and



Laura. They are getting married this coming Friday. I wish them well and want to correct the claims I have made to you of having been cheated by Bob. Your forgiveness means much to them. I have written you previously on this topic, and at that time you made it clear that you wanted nothing to do with Bob. I am again asking for your forgiveness, of both me and Bob.

This is an important part of any settlement of the lawsuits, and the relationship, between Bob and I. I hope you can reconsider. I apologize for having put you into this awkward position, and hope you understand.

I will call you later today to follow up on this.

With love and respect,

Sondra

Sep 26 12:04p

AL LAPETER

001 231 6012 11:44 000-126-0454

808888187

JUST CLERK PARKING

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PAGE 03/19

Real Estate Purchase And Sale Agreement



1. Purchase Price \$ 2,400,000.00 Two Million Four Hundred Thousand Dollars

2. Buyer: Michael Jay and Gwynn E. August, husband and wife
 Seller: Kantor
 Property Address: 288 Golden Eagle Drive
 Legal Description: Golden Eagle Ranch AM Lot 54A
 City: Halley County: Blaine State: Idaho ZIP: 83833

3. Buyer hereby offers to purchase the above described Property on the following terms and conditions:
 Terms: The purchase price is payable as follows:
 \$2,400,000.00 Cash, cashier's check, loan proceeds, or certified funds at closing, including Earnest Money
 \$ Seller Financing - See Financing Contingency "Other Financing Terms"
 \$ Other - See Financing Contingency "Other Financing Terms"
 \$2,400,000.00 Total Purchase Price - Not including closing costs

4. Earnest Money \$ 50,000.00 Fifty Thousand Dollars
 Delivered By: To be Held By: Other Remarks:
☐ Personal Check ☐ Listing Broker EM to be wired to Coldwell Banker Trust Account
☐ Cashier's Check ☐ Selling Broker within 3 business days after mutual acceptance.
☐ Promissory Note ☐ Title Company
 Earnest Money to be deposited in a trust account upon written acceptance of this Agreement by all parties.

5. Offer Expires On: Date: 09/24/2012 Time: 5:00 p.m.

6. Closing Date: On or before thirty (30) days from mutual acceptance.
 Possession Date: ☒ On closing date OR ☐ Other:

7. Responsible Closing Broker / Office: Todd Campbell/Coldwell Banker
 Responsible Closing Agency / Title Co: Sun Valley/Title Company

8. New Construction or Recent Improvements: Yes ☐ No ☒
 If YES, see Standard Terms, paragraph 8, of this Agreement.

9. Inspection Contingency: Yes ☒ No ☐
 1) This offer is contingent upon Buyer's acceptance of the condition of the Property, subject to paragraph 7, below. If Buyer does not object to the condition of the Property in writing on or before 7 business days after mutual acceptance ("inspection contingency period"), pursuant to paragraph 5, below, this inspection contingency shall be deemed released.
 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the Property.
 3) Square footage verification: Buyer is aware that any reference to the square footage of the Property or its improvements has not been verified. Alternative methods of measurement and calculation may vary significantly. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right included with real estate described in this Agreement. Buyer must verify same during the inspection period.
 5) Buyer to select, with professional with appropriate qualifications to conduct all inspections and verifications.
 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections.

Document # D012542212 Buyer's Initials: MJA Date: 9/26/12 Seller's Initials: KA Date: 9/26/12
 Date of Document: 09/26/2012 Buyer's Initials: MJA Date: 9/26/12 Seller's Initials: SK Date: 9/26/12 Page 1 of 7

Real Estate Purchase and Sale Agreement, BSA Form # 2003-01 (144) of Real Estate

Version 4.0 - 02/2011

Exh. No. 4
 Date 2-19-13
 Name Kantor
 M & M Court Reporting

Sep 28 12:06p AL LAPETER
89/23/2012 17:27 208-725-8454

8086598187
JOHN ALAN PARKINER

P.4
PAGE 4 of 4

Inspection Contingency - Continued

- 7) THIS INSPECTION CONTINGENCY MAY NOT BE USED BY BUYER TO OBJECT TO ANY MATTER OTHER THAN A MATERIAL CONDITION OR DEFECT UNKNOWN TO BUYER AT THE TIME THIS AGREEMENT WAS SIGNED.
- 8) If Buyer objects to the condition of the Property, Buyer shall, prior to the expiration of the inspection contingency period, give one of the following written notices to Seller:
- A. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and declaring this Agreement null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section); or
 - B. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and Buyer's desired remedy shall be set forth on a Contingency Release form, in which case this Agreement shall remain in effect, subject to sub-paragraph C, below.
 - C. Upon receipt of notice under paragraph B, above, Seller shall have 3 business days to give Buyer written notice (by signing the Buyer's Contingency Release form) that Seller will correct such condition(s) and/or defect(s) prior to closing. If Seller does not sign the Buyer's Contingency Release form, Buyer may, within 3 business days following Seller's notice period, above, release the contingency in writing, or this Agreement shall be null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section). Buyer's closing of the transaction shall constitute acceptance of the condition of the Property, unless otherwise stated in writing signed by both parties.
- 9) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection". HUD 82584-CN must be signed on or before execution of this agreement.

10. Lead-Based Paint Disclosure / Contingency The subject Property is "Target Housing" (built prior to 1978) regarding lead-based paint and/or lead-based hazards, regardless of the source of the lead: Yes ☐ No ☒. If "Yes", Buyer has been provided with Seller's completed and signed "Disclosure of Information and Acknowledgment: Lead-Based Paint and/or Lead-Based Paint Hazards" ("Disclosure") and a copy of the pamphlet "Protect Your Family From Lead in Your Home" ("Pamphlet"), and one of the following forms must be checked:
- ☐ Buyer shall have the unconditional right to cancel this Agreement and shall be allowed ten (10) days to conduct an inspection for lead-based paint hazards. Should Buyer elect to conduct a lead-based paint inspection, a "Lead-Based Paint Inspection Contingency Addendum" shall be attached hereto; OR
 - ☐ Buyer hereby acknowledges receipt of the Disclosure and Pamphlet and hereby waives the right to conduct a lead-based paint inspection.

11. Financing Contingency Yes ☐ No ☒

This offer is contingent upon Buyer securing the following financing:

Assume Existing Loan: ☐ New Loan: ☐ Type of Loan: Conv. ☐ FHA ☐ VA ☐
Maximum % Rate: Minimum Points: Fixed Rate ☐ Ad. Rate ☐
Institutional Lender ☐ Private Lender ☐
Other Financing Terms:

Buyer agrees to make a best effort to obtain such financing and to make written application to the lender within _____ business days after acceptance of this Agreement by both parties.

- ☐ Property must appraise at no less than the purchase price.
 - ☐ Preliminary Approval: Buyer shall, on or before _____, provide Seller with a letter from Buyer's lender evidencing preliminary approval of Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.
- If Buyer has not released this contingency in writing on or before _____, this Agreement shall terminate and the Earnest Money shall be returned to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

Document # 0314242212 Buyer's Initials: AL Date: 9/27/12 Seller's Initials: JA Date: 9/26/12
Date of Document: 9/27/2012 Buyer's Initials: AL Date: 9/27/12 Seller's Initials: JA Date: 9/26/12

Page 2 of 7

And Buyer's Signature and Date: _____

And Seller's Signature: _____

Sep 26 12 12:06p ALLAPETER
09/23/2012 17:22 266-725-8454

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JULIA ALAN PARKINER

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12. Sale of Buyer's Property Contingency

Yes ☐ No ☒

This offer is contingent on the closing of a sale of Buyer's property located at:

Listed with:

Listing Agent:

Phone:

If Buyer has not released this contingency in writing on or before

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

13. Seller's Right to Accept Another Buyer's Contingency Release

Yes ☐ No ☒

Should Seller receive another acceptable offer to purchase, prior to Buyer's contingencies being released, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not release all contingencies in writing within _____ business days after the receipt of such notice then this Agreement shall terminate and the Earnest Money shall be returned to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). In the event the Buyer does release the contingencies, the Buyer shall proceed to purchase the Property under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable.

14. Other Contingencies

Yes ☒ No ☐ See Addendum(s) ☐

1) Buyer expects to make modifications to the property. During the Contingency Period, Buyer shall employ contractor(s) and architect to determine the viability of the contemplated modifications. This scenario is contingent upon the Buyer's acceptance of the viability and cost of modifications.

If Buyer has not released this / these contingency(ies) in writing on or before

7 business days after mutual acceptance

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

15. Additional Terms

Yes ☒ No ☐ See Addendum(s) ☐

1. Property to be professionally cleaned including carpets and windows prior to close of escrow.
2. All electrical, heating and plumbing to be in good working order at close of escrow.

Document ID: 0870452218
Date of Document: 08/22/2012

Buyer's Initials: JA Date: 9/22/12
Buyer's Initials: JA Date: 9/22/12

Seller's Initials: JA Date: 9/24
Seller's Initials: JA Date: 9/26/12

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16. Included items (in addition to Standard Terms, paragraph 4):	Excluded items:
All kitchen appliances, washer and dryer.	Baker's personal property.

17. Owes To Be Paid By	Appraised	Standard Title Ins.	Closing Escrow Fee	Assess. Agent	Well Insp.	Septic Insp.	Septic Pumping	Other
Buyers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sellers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Share Equally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
See Addl. Terms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. Broker working with Seller

Broker's Name: John Sofro

Listing Agent: John Sofro

Brokerage: JAF

Mailing Address:

City, State, Zip:

Office Phone: 208 723411

Fax:

E-Mail:

Broker working with Buyer

Broker's Name: Todd Conklin

Listing Agent: Deborah Stevens

Brokerage: Coldwell Banker Distinctive Prop

Mailing Address:

City, State, Zip:

Office Phone: 208 822 9400

E-Mail:

19. REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved has the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document certifies that he/she received, read and understood the Agency Disclosure Disclosure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party certifies that the brokerage's agency office policy has been made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

20. Standard Terms. All parties are advised to carefully review the following:

- 1) Withdrawal of Offer/Counteroffer - By delivery of a written notice of withdrawal to the office of the broker working with the Seller or Offeror (whether Buyer or Seller), (A) Buyer can withdraw this offer at any time prior to Buyer's receipt of Seller's written acceptance of this Agreement, and (B) an Offeror (whether Buyer or Seller) may withdraw his Counteroffer at any time prior to Offeror's receipt of Offeror's written acceptance of such Counteroffer.
 2) Closing Date - On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be provided as of the Closing Date.

Document # D348242218 Buyer's Initials AL Date 9/24/12 Seller's Initials DR Date 9/24/12
 Date of Documents 09/22/2012 Buyer's Initials AL Date 9/24/12 Seller's Initials DR Date 9/26/12

and hereby certify that the above information is true and correct to the best of my knowledge and belief.

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Standard Terms - Continued

- 4) **Closing Costs** - Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.
- 4) **Included Items** - If present at time of offer, all items attached, including but not limited to, floor coverings, attached television antennas, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, patios and/or porches, kitchen(s), bathroom(s), exterior doors, plants, shrubbery, water feature apparatus and fixtures, attached fireplaces and free-standing fireplaces, swimming, ventilation, cooling and heating systems, built-in and drop-in ranges (but excluding all other ranges), any alarm (burglar, fire, etc.), fences and pools, RV tanks, irrigation fixtures and equipment, any and all water and water rights, and all fixtures and other rights not are appurtenant thereto shall be included in the sale unless otherwise provided herein.
- 5) **Seller's Property Disclosure** - If required by Title 58, Chapter 26 Idaho Code, Seller shall within ten (10) calendar days after the execution of this Agreement provide to the Buyer a "Seller's Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to waive or not waive the right to rescind the offer based upon information contained in the report, a copy of which shall be delivered upon conclusion to Seller.
- 6) **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 6, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser. If applicable, Buyer should obtain such completed forms from the General Contractor. Such disclosures are the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-626 et seq. regarding the General Contractor Disclosure Statement.
- 7) **Escrowing Loans** - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to within five (5) business days of receipt thereof. Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
- 8) **Deliveries** - "Business Day" shall mean Monday through Friday, excluding Saturday and Sunday, and including holidays as defined by Idaho Code, Section 87-2502. "Notice" shall mean a written document specifying the necessary information. "Delivery" shall mean transmission of information by mail, facsimile transmission, courier, hand delivery, or e-mail, to the addressee stated herein. "Receipt" shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. "Acknowledgment" shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. "Signed" shall mean a document containing the original, facsimile, photocopied or scanned signature of a party, any of which shall be binding on the signatory.
- 9) **Counterparts / Facsimile Transmission / E-mail** - This Agreement may be executed in one or more counterparts, each of which shall be deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile or e-mail transmission of any signed original document, and retention of any signed facsimile or e-mail transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- 10) **Standard Title Insurance** - The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the property showing marketable and insurable title subject to the terms, encumbrances and covenants elsewhere set out in this Agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said property. Buyer shall have either five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever first occurs, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the condition of the title.
- 11) **Extended and Other Coverage Title Policies** - A standard policy of title insurance does not cover certain potential problems of title such as liens (i.e., a legal claim against property for payment of some debt or obligation), boundary disputes, claims of easements, and other matters of claims if they are not of public record at the time of closing. However, under Idaho law such potential claims against the property may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium in addition to the premium for an extended coverage title policy, there may be other costs involved, i.e., survey or additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage and other advantages that may be appropriate. Only the policy will show exactly what type of coverage is offered, so contact the company for providers.

Standard Terms - Continued

Document # 0612042212	Buyer's Initials <i>LS</i>	Date <i>10/10/12</i>	Seller's Initials <i>LS</i>	Date <i>10/10/12</i>
Date of Document 09/25/2012	Buyer's Initials <i>LS</i>	Date <i>10/10/12</i>	Seller's Initials <i>LS</i>	Date <i>10/10/12</i>

Read Entire Purchase and Sales Agreement 328 Form 9-2011 and Entire contents of Enclosure

Version 04-2011

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Standard Terms - Continued

- 12) **Title Conveyance** - Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, title of railroad lands, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this Agreement.
- 13) **Default by Buyer** - If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) stopping the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other legal right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money any unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a partial or forfeiture.
- 14) **Default by Seller** - It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 8) C of the Inspection-Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other legal right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall return the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of this insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transaction, as set forth in this Agreement.
- 15) **Interpleader** - If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money shall file an interpleader action in a court of competent jurisdiction, and shall recover its attorneys fees and costs thereon, as provided by Idaho Code Section 5-321.
- 16) **Attorney's Fees** - If either party initiates or defends any arbitration or litigation or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceedings.
- 17) **Risk of Loss** - Prior to closing of this sale, all risk of loss shall remain with Seller. In addition, should the Property be materially damaged by fire or other cause prior to the closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
- 18) **Entire Agreement** - This Agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreement, representation, or warranty is binding without limitations, but warranty of habitability, not expressly set forth herein shall be binding on either party.
- 19) **Time is of the Essence in this Agreement.**
- 20) **Agent Representations** - The Agents representing the Buyer and Seller in this transaction relay information to Buyer and Seller that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, environmental issues, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or law enforcement, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be difficult and impractical for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not working in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

Standard Terms - Continued

Document # 038/20922-11

Buyer's Initials

Date 9/24/12

Seller's Initials

Date 9/24/12

Date of Document 03/22/2012

Buyer's Initials

Date 9/24/12

Seller's Initials

Date 9/24/12

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Print Date Purchase and Sale of property 03/22/2012 One-Half Sheet of Paper

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Standard Terms - Continued

- 21) FIRPTA - Tax Withholding at Closing - The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at closing, Seller shall sign an affidavit stating this same. If Seller is a "foreign person" under FIRPTA, at closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and attach such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, with indemnification and hold harmless shall survive closing of the transaction.
- 22) AUTHORITY OF SIGNATORY: IF BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

In the event this form is received by electronic transmission and / or email, the parties hereby acknowledge that they have not changed or altered the content of this form template.

21. Buyer(s) Acceptance: Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement. ☐ Addendum(s) attached

Buyer's Signature
x Michael Jay August 9/24/12
Signature Date

Printed Name: Michael Jay August
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone:
Business Phone:
E-Mail:

Fax:
Fax:

Buyer's Signature
x Gwynn E. August 9/24/12
Signature Date

Printed Name: Gwynn E. August
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone:
Business Phone:
E-Mail:

Fax:
Fax:

22. Seller(s) Acceptance: On the specified date, Seller acknowledges having read this Agreement in its entirety, including the Standard Terms, and Seller hereby approves and accepts the offer to purchase set forth in the above Agreement.
☐ "AS-IS" ☒ Subject to attached Counteroffer
Seller agrees to carry out all of the terms hereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

Seller's Signature
x [Signature] 9/24/12
Signature Date

Printed Name: Karlor
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone:
Business Phone:
E-Mail:

Fax:
Fax:

Seller's Signature
x [Signature] 9/26/12
Signature Date

Printed Name:
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone:
Business Phone:
E-Mail:

Fax:
Fax:

Document ID: 00000000000000000000000000000000

Date of Document: 09/22/2012

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Last printed version: 1/1/2012. For more information, see the "About" page.

Version: 1.0.0.0



Camille Watson <camille.johnalanpartners@gmail.com>

265 Golden Eagle et al !!!

Sondra Kantor <sondrakantor@hotmail.com>

Mon, Sep 24, 2012 at 3:44 PM

To: robert kantor <rkantor@gmail.com>

Cc: John Sofro <john@johnalanpartners.com>, Camille Watson <camille.johnalanpartners@gmail.com>, Josh Kantor <jkantor269@gmail.com>, Aron Kantor <spacerocker@gmail.com>, Shalom Kantor <sgkantor@gmail.com>, Stan Welsh <swelsh@cosholaw.com>, Al LaPeter <alfredlapeter@gmail.com>

Dear Robert,

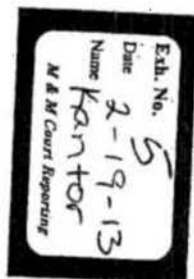
I am in receipt of the offer to purchase 265 Golden Eagle Drive dated 9-22-12, that I received today (9-24-12, at 10AM HST). Prior to my response to this offer, I feel that we need to clear up a couple of matters that are long overdue.

Pursuant to our Property Settlement Agreement, I am to receive approximately 450,000 miles from our joint American Express account which need to be transferred into my personal AMEX account. Also, pursuant to the same Agreement, I was to receive \$4000 from the sale of the 450SL 1979 Mercedes to Richard Baskin. Once the 450,000 miles are in my AMEX account and you have WIRED the \$4000 to the account that I will provide, I will then sign and initial all documents provided to me on this date for the sale of 265 Golden Eagle.

I am currently out-of-state and will not be available to answer ANY phone calls, but I will be able to respond via this email address. If you have any questions or comments, feel free to email me anytime.

Respectfully submitted,

Sondra Kantor



Contingency Releases, Termination And Extensions



This is an ADDENDUM to the Real Estate Purchase and Sale Agreement, Identified as:

Document # DSMGA92212

Date of Document: 09/24/2012

Property Address: 265 Golden Eagle Drive

Buyer(s): Mitchel Jay and Gwynn E. August

Seller(s): Robert A. Kantor and Sondra F. Kantor

Buyer acknowledges that any contingency release "Subject to" additional terms shall constitute an Addendum, which Seller must acknowledge below in order to be effective. This shall not extend the existing deadline for the Buyer to waive or satisfy such contingency.

INSPECTION

☐ RELEASE Buyer has satisfied or waives this contingency.

☐ RELEASE Buyer has satisfied or waives this contingency subject to:
SUBJECT TO:

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

FINANCING

☐ RELEASE Buyer has satisfied or waives this contingency.
Release of this contingency includes acceptance of appraisal by Buyer and Lender.

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

SALE OF BUYER'S PROPERTY

☐ RELEASE Buyer has satisfied or waives this contingency.

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

OTHER CONTINGENCIES

☐ RELEASE Buyer has satisfied or waives the contingency regarding:

☐ RELEASE Seller has satisfied or waives the contingency regarding:

☒ EXTEND Buyer and Seller agree to extend the deadline until 10/05/2012 for releasing the contingency regarding: Written short sale lender approval.

☐ TERMINATE Buyer elects to terminate on the basis of:

Buyer's Signature

Mitchel Jay August

X _____
Signature Date

Buyer's Signature

Gwynn E. August

X _____
Signature Date

Seller's Signature

Robert A. Kantor

X _____ 9-28-12
Signature Date

Seller's Signature

Sondra F. Kantor

X _____ 10-11-12
Signature Date

Contingency Releases, Termination And Extensions SBR Form © 2011 Sun Valley Board of Realtors

Version 6.0 * 02/2011

Exh. No. 6
Date 2-19-13
Name Kantor
M & M Court Reporting

Contingency Releases, Termination And Extensions



This is an ADDENDUM to the Real Estate Purchase and Sale Agreement, identified as:

Document # DSMGA92212

Date of Document: 08/24/2012

Property Address: 265 Golden Eagle Drive

Buyer(s): Mitchel Jay and Gwynn E. August

Seller(s): Robert A. Kantor and Sondra F. Kantor

Buyer acknowledges that any contingency release "Subject to" additional terms shall constitute an Addendum, which Seller must acknowledge below in order to be effective. This shall not extend the existing deadline for the Buyer to waive or satisfy such contingency.

INSPECTION

☐ RELEASE Buyer has satisfied or waives this contingency.

☐ RELEASE Buyer has satisfied or waives this contingency subject to:
SUBJECT TO:

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

FINANCING

☐ RELEASE Buyer has satisfied or waives this contingency.
Release of this contingency includes acceptance of appraisal by Buyer and Lender.

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

SALE OF BUYER'S PROPERTY

☐ RELEASE Buyer has satisfied or waives this contingency.

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

OTHER CONTINGENCIES

☐ RELEASE Buyer has satisfied or waives the contingency regarding:

☐ RELEASE Seller has satisfied or waives the contingency regarding:

☒ EXTEND Buyer and Seller agree to extend the deadline until 10/05/2012 for releasing the contingency regarding: Written short sale lender approval.

☐ TERMINATE Buyer elects to terminate on the basis of:

Buyer's Signature

Mitchel Jay August

X _____
Signature Date

Buyer's Signature

Gwynn E. August

X _____
Signature Date

Seller's Signature

Robert A. Kantor

X _____
Signature Date

Seller's Signature

Sondra F. Kantor

X Sondra F. Kantor
Signature Date

9-28-12



Camille Watson <camille.johnalanpartners@gmail.com>

Fwd: Extension of House Sale Agreement

Sondra Kantor <sondrakantor@hotmail.com>

To: John Sofro <john@johnalanpartners.com>, Camille Watson <camille.johnalanpartners@gmail.com>

Cc: Al LaPeter <alfredlapeter@gmail.com>, robert kantor <rakantor@gmail.com>

Wed, Oct 10, 2012 at 9:40 AM

Begin forwarded message:

From: Sondra Kantor <sondrakantor@hotmail.com>
Subject: Extension of House Sale Agreement
Date: October 4, 2012 1:57:47 PM MDT
To: robert kantor <rakantor@gmail.com>
Cc: Al LaPeter <alfredlapeter@gmail.com>

Dear Robert,

As you are interested in making sure that the PSA is being abided by, so am I. The PSA provides in Section 17 that "Robert shall pay the following debts: 17.01. The debts described as Items A,B,C,E,F, and P on the attached PDS." and the PDS lists Items B and C as, respectively, B of A Amex (Sondra's), \$40,000 and B of A Visa (Sondra's), \$18,000. You have reimbursed me for the minimums due on these cards since May 2012, and the balances due have been reduced accordingly to \$36654.51 and \$13077.57 as of today.

Since this Agreement was signed 5 months ago and no payments beyond required minimums have been made thus far on the credit cards, I would like to enforce Section 17 in part at this time. When I come to the office to sign the Extension for the house sale, I want to pick up a check from you for \$10,000 to be used to pay down the balance on the US Trust AMEX card.

I also want to obtain the covers for the furniture as mentioned in my prior email. We are supposed to divide the outdoor furniture and other items by mutual agreement, and thus far there has been nothing "mutual" about this division, rather it has been done unilaterally by you. That is not in accordance with our Agreement.

Please also give me the password for our Exclusive Resorts account, as required in Section 11.02 of our PSA.

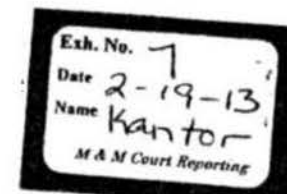
I further have questions regarding the sale of the Medical Building Investment Group (MBIG) interest.

1. Please provide a current report on Kantor Family LLC, and the \$112,000 received by Kantor Family LLC from that sale.
2. Dave Wall received a payment of \$40,000, or just over 7% of the \$568,750 sale price of that interest. That seems high to me, as the ordinary broker fee for the sale of real estate is 4% to each side and Dave represented us, not MBIG. Please explain.

Please confirm that these items and information will be available for me today by 5PM when I will come to the office to sign the Extension document.

Furthermore, Section 2.14 of the PSA provides that "When Robert...receives any financial reports on any of the entities, he shall forward those reports to Sondra". I have received no reports for the following items listed on the PDS:

1. Rokan Ventures
2. Enterprise Business Park



10/10/2012 9:47 AM

3. 200 Partners LLC (Staples)
4. Shucks Auto, Boise
5. Ore House (Terms of liquor license rental, taxes, what was done with insurance proceeds from fire)
6. HP 28 (Golden Trout, Boise) Status of current rental negotiations
7. Americana, Boise
8. Burley Shopping Center (Is this held by Rokañ Ventures? Please clarify our/Rokañ Partners' interest in this property.)
9. Goodwill, Pocatello
10. Hood River Center LLC (RV Hood River LLC?)
11. 210 Capital, Salem OR
12. Boise Bend
13. Ramon Park Associates
14. Rokañ Property Services
15. Highlands Station
16. ISI Homes LLC and ISI Idaho, LLC
17. KWH Partnership and RWB Partnership
18. Rokañ Oregon LLC
19. RVL LLC
20. PK Ventures
21. Eastman Investors L.P.

Please arrange for current information on these properties and entities to be made available to me prior to my signing the Extension. For these and all other properties, I wish to be provided with the following accounting reports:

1. Cash Flow Report for the month, or "Statement of Cash Flows" which is available from the Quickbooks report for each entity (All reports that I have received are prepared with Quickbooks, but the Cash Flow Reports that have been sent to me are in some other form created by the bookkeeper, and not all properties are sending Cash Flow Reports.) I want to receive the Statement of Cash Flows direct from the Quickbooks accounting, please.
2. Mortgages: Amount outstanding, payee, payments being made, loan due dates
3. Balance Sheets, Profit and Loss Statements
4. General Ledgers for all bank accounts
5. Any other reports prepared by the bookkeeper/property manager

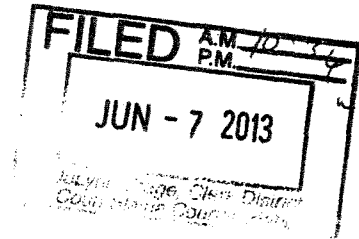
In response to your email of October 3, 2012 to Stan regarding your interpretation of the PSA concerning transfer of interests to Rokañ Partners, I note that this was sent to Michael and Josh, but not to me. As this certainly concerns me, I wish to be included in any such matters. Further, in reviewing the PSA and the PDS, I find no requirement that the interest owned by me must be transferred to Rokañ Partners. In the Second Amendment to the Restated Agreement of Limited Partnership of Rokañ Partners, Paragraph 8 provides that "Robert and Sondra agree to convey the assets, subject to the liabilities, listed on the attached Exhibit 1 to the Partnership....". However, there is no such Exhibit 1. Until that is prepared and agreed upon by both of us, there appears to be nothing in our agreements requiring the transfer of interests in The Meadows.

Thank you for your understanding and cooperation.

Respectfully submitted,

Sondra Kantor

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Boise, ID 83701
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Attorneys for Defendant/Counterclaimant

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE**

ROBERT ARON KANTOR,

Plaintiff/Counterdefendant,

vs.

SONDRA LOUISE KANTOR,

Defendant/Counterclaimant.

Case No. CV-2012-734

**MEMORANDUM IN SUPPORT OF
MOTION FOR LEAVE TO AMEND**

Defendant/Counterclaimant Sondra Louise Kantor, by and through her attorney of record,
hereby submits her Memorandum in Support of Motion for Leave to Amend.

MEMORANDUM IN SUPPORT OF MOTION FOR LEAVE TO AMEND, P. 1

ARGUMENT

Rule 15(a), I.R.C.P., provides in relevant part: “a party may amend a pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires.” As the Idaho Supreme Court has explained,

In considering whether to grant a motion for leave to amend, a trial court may consider whether the amended pleading sets out a valid claim, whether the opposing party would be prejudiced by any undue delay, or whether the opposing party has an available defense to the newly added claim. *Black Canyon Racquetball Club, Inc. v. Idaho First Nat'l Bank, N.A.*, 119 Idaho 171, 175, 804 P.2d 900, 904 (1991) (citation omitted). The court may not, however, weigh the sufficiency of the evidence related to the additional claim. *Becker*, 140 Idaho at 528, 96 P.3d at 628; *Thomas v. Med. Ctr. Physicians, P.A.*, 138 Idaho 201, 210, 61 P.3d 557, 567 (2002); *Carl H. Christensen Family Trust v. Christensen*, 133 Idaho 866, 871, 993 P.2d 1197, 1202 (1999) (court may not consider the sufficiency of evidence in determining whether to allow a party to amend because that is more properly an issue for summary judgment state). Timeliness of a motion for leave to amend is not decisive, but it ‘is important in view of . . . factors such as undue delay, bad faith, and prejudice to the opponent.’ *Christensen*, 133 Idaho at 871, 993 P.2d at 1202 (citation omitted).

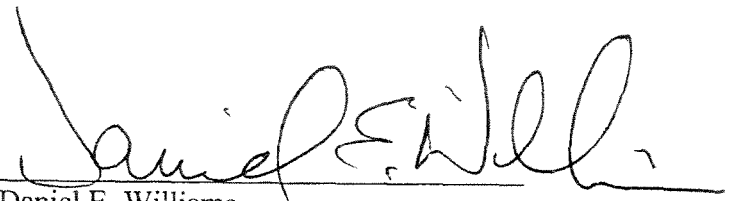
Spur Prods. Corp. v. Stoel Rives LLP, 142 Idaho 41, 44 (2005).

As set forth in the Affidavit of Daniel E. Williams Re: Amended Answer and Counterclaim, Defendant’s amendments deal principally with developments occurring after the filing of her original counterclaim in this action. Upon obtaining Plaintiff’s deposition in May, 2013, she has brought the current motion in a timely manner. Plaintiff cannot reasonably complain of undue delay, bad faith or prejudice.

Accordingly, Defendant submits that this Court should grant her leave to amend and she be allowed to file her Amended Answer and Counterclaim.

MEMORANDUM IN SUPPORT OF MOTION FOR LEAVE TO AMEND, P. 2

DATED this 8th day of June, 2013.


Daniel E. Williams

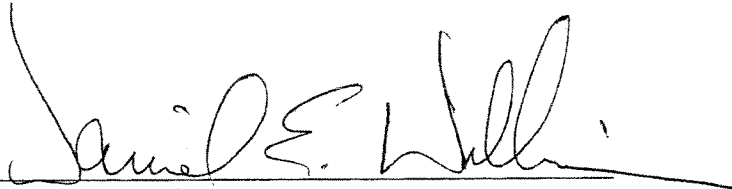
MEMORANDUM IN SUPPORT OF MOTION FOR LEAVE TO AMEND, P. 3

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of June, 2013, a true and correct copy of the foregoing instrument was served upon opposing counsel as indicated below:

Scot M. Ludwig
Daniel A. Miller
Ludwig Shoufler Miller Johnson, LLP
209 Main Street
Boise, ID 83702

☐ Via Hand Delivery
☒ Via Facsimile: 208-387-1999
☐ Via U.S. Mail



Daniel E. Williams